MUTUAL INDEMNIFICATION AGREEMENT

INDEMNITY:

The undersigned companies (hereafter "Indemnitor(s)" as further defined below) agree to indemnify each other against loss or damage any signatory hereto (hereafter the "Indemnitee(s)" as further defined below) may suffer under Indemnitee's owners or loan title insurance policy(ies) (hereafter "Indemnitee's Policy") in reliance upon this Mutual Indemnification Agreement (hereafter the "Agreement") arising by reason of those "POTENTIAL DEFECTS" described below, so long as it reasonably appears that indemnitor previously has issued an owners title policy to the current title holder or a mortgagee title policy to a lender who subsequently has acquired the insured land and is the seller in the current transaction (hereafter the "Indemnitor's Policy") covering some or all of the land insured under Indemnitee's Policy (hereafter the "Land") without exception to the POTENTIAL DEFECTS or affirmatively insure over the POTENTIAL DEFECTS subject, however, to the terms, provisions, and CONDITIONS of the Agreement.

POTENTIAL DEFECTS:

I. Doubt as to whether the spouse of a prior grantor has a Homestead interest in the Land, as set forth in Section A, below: or

II. Doubt as to whether a recorded Judgment, Federal Tax Lien or State Tax Lien or Warrant constitutes an unsatisfied lien against the Land, as set forth in Section B, below; or

III. Doubt as to whether a recorded mortgage or deed of trust has been satisfied or released as a lien against the Land, as set forth in Section C, below.

IV. Doubt as to whether due process was afforded to certain defendants in court cases involving probate, foreclosure, quiet title or other proceedings as defined under Section D, below.

V. Doubt as to whether a trustee or attorney in fact had the requisite authority to convey the title to the Property to a bona fide 3rd party purchaser for value.

Section A (Homestead):

Item I, above, shall mean that a deed in the chain of title to the Land, prior to or contemporaneously with the Indemnitor's Policy, does not contain either:

1. Joinder by the spouse of the grantor; or
2. A statement on the deed that the grantor is a single person; or

3. A statement on the deed or other recorded instrument that the Land conveyed by the deed in not the homestead of the grantor.

Section B (Judgments or Federal or State Tax Liens or Warrants):

Item II, above, shall mean a recorded judgment lien(s), from the face of which it appears that the principal is a sum certain, or a recorded Federal tax lien or state tax lien or warrant which may have attached to the Land prior to the date of the Indemnitor's Policy, (hereafter the "Lien(s)") provided:

1. The Lien(s) is not against the insured under the Indemnitor's Policy;

2. The date of the Indemnitor's policy is at least one (1) year old;

3. The face amount of the Lien(s) does not exceed (in the aggregate) $250,000.00;

4. No notice of any proceedings or levy to collect the Lien(s) appear of record;

5. The Lien is not a child support certificate of delinquency.

Section C (Mortgages and Deeds of Trust):

Item III, above shall mean a recorded mortgage(s) or deed(s) of trust which appear(s) of record prior to the date of Indemnitor's Policy provided;

1. There appears no foreclosure proceedings respecting the mortgage or deed of trust; and

2. The mortgage or deed of trust secures a principal amount of not more than $250,000.00 and the Indemnitor's policy is a least one (1) year old; and

3. The mortgage or deed of trust does not appear, from the record, to secure a revolving credit or equity line of credit loan.

Section D (Due Process Issues Arising Out of Past Litigation):

1. Item IV, above shall apply only to court proceedings which predate the date of the Indemnitor's Policy, the policy is at least one (1) year old, and shall mean one or more of the following:

a).Failure to appoint a guardian or attorney ad litem to represent the interest of an absent defendant(s) in a probate, foreclosure, quiet title, partition suit, divorce or other proceeding which has ended in a final judgment affecting title to the Property prior to the issuance of Indemnitor's policy (hereafter referred to as "the Case").

b).Deficiencies in, or the absence or, a diligent search affidavit filed in the case prior to service upon a defendant by publication as may be required by law.

Section E (Trustees and Attorneys in Fact):

Item V, above, shall be deemed to mean a conveyance of the Property, prior to the date of Indemnitor's Policy insuring the current seller or mortgagor of the Property and there appears insufficient or no record notice of the power of authority of the grantor to make the conveyance of the Property provided that there appears no notice of record in the county where the Property lies of any proceeding to attack or set aside the conveyance by the trustee or attorney-in-fact.

CONDITIONS:

The Indemnity provisions of this Mutual Indemnification Agreement are subject to the following conditions:

a. The agreement is only applicable to policies issued on Mississippi property.

b. The Indemnitee is not required to authenticate a policy of the Indemnitor that appears valid on its face; however, if requested by the Indemnitor the Indemnitee shall be prepared to provide a copy of the policy on demand as a condition to make a claim under this Agreement.

c. The liability of the Indemnitor is limited to the face amount and the terms of the Indemnitor's Policy or $250,000.00, whichever is less; and

d. The Indemnitor shall be notified of a claim under this Agreement, at the address listed below, as if the Indemnitee is an insured claimant under Indemnitor's Policy.

e. Upon any claim being made under this Agreement, Indemnitor agrees to perform in accordance with the terms hereof, promptly and in good faith; however, until an Indemnitor is notified of a claim hereunder, there is no obligation to take any action allowed or required under the Indemnitor's Policy.

f. This Agreement may be supplemented or superseded by any specific written indemnity agreements by and between any of these parties hereto and such specific agreements shall not be deemed to suspend, cancel, or otherwise terminate any of the rights or obligations of the parties under this Agreement as to policies which may be written by the Indemnitee in the future; and

g. This Agreement may be canceled by any party hereto, upon written notice given to all other parties after thirty (30) days from the date of the mailing of such notice. However, it is agreed that such cancellation shall not diminish or impair any of the indemnities arising under this Agreement prior to the expiration of such thirty (30) day period.

h. For purposes of this Mutual Indemnity Agreement, an "Indemnitor" is defined as being a signatory to this agreement who is the issuer of either: a) an owners title policy (including, but not limited to a Form A policy) to the transferor or mortgagor of the Property in the current transaction; or b) a loan title policy to a lender who has acquired the title and is the seller in the current transaction. An Indemnitee is defined as the issuer of a title policy to the transferee or mortgagee of the Indemnitor's insured. However, it is understood and agreed that once the relationship of Indemnitor and Indemnitee is established hereunder, it shall continue in force so long as the Indemnitee has liability under its policy or under its Indemnity(ies) to subsequent insurers for a Potential Defect covered by the policy of Indemnitor subject to the limitations of this Agreement.

Signatories and Effective Date

[See Exhibit I]

Summary of the Terms and Provisions of the Mutual Indemnification Agreement

There is attached to this Agreement, an official Summary of all the terms and provisions, hereof, shown on Exhibit II. The purpose of this Summary is for the convenience of the parties hereto, and any inconsistency with any of the terms and provisions hereof, shall be deemed to be inadvertent and shall not control the meaning of this Agreement.

EXHIBIT I

TO

MUTUAL INDEMNIFICATION AGREEMENT

Signatories (Indemnitors) under the Mutual Indemnification Agreement (as of date noted)

Chicago Title Insurance Company May 17, 2007
Commonwealth Land Title Insurance Company May 23, 2007
First American Title Insurance Company May 17, 2007
Lawyers Title Insurance Company May 23, 2007
Ticor Title Insurance Company October 23, 2007
Transnation Title Insurance Company May 23, 2007
Security Union Title Insurance Company May 17, 2007
Fidelity National Title Insurance Company October 15, 2007

EXHIBIT II: SUMMARY

General Requirements for Reliance Upon the Mutual Indemnification Agreement:

Must retain for your files at least one of the following:

a) Owners Policy at least one (1)-year old insuring the seller or mortgagor in the current transaction; or
b) Loan Policy at least one (1) year old insuring a lender who has taken title to some or all of the covered land insured under the policy.

Matters covered automatically by the Agreement;

a) Conveyances of a possible homestead without joinder of a spouse if the grantor was married;
b) Liens arising from money judgments (but not a certificate of delinquency for child support) and federal or state tax liens up to a face amount of $250,000.00;
c) Unsatisfied mortgages or deeds of trust securing on their face no more than $250,000.00 so long as it does not secure revolving credit or equity lines or credit;
d) Lack of guardians or attorneys ad litem to represent an absent defendant or deficiencies in or absence of, a diligent search affidavit (when required by law) in any judicial proceeding ("The Case") which results in a final, unappealable judgment affecting the title to the property;
e) Lack of or insufficient notice of record of the authority of an attorney-in-fact or trustee to make a prior conveyance to the seller or mortgagor in the current transaction so long as the indemnitor's policy insuring the title without the exception is a least one year old.

General Conditions of coverage:

1) The indemnitor's policy must be a least one year old and contain no exception for the subject title objection listed above;
2) There must be no record notice of any proceeding to enforce the judgment, tax lien, or mortgage;
3) There must be no record notice of any proceeding to attack or set aside the title resulting from the Case or the conveyance referenced in items "(d)" or "(e)", above;
4) The amount of the automatic indemnity is limited to the Face Amount of the indemnitor's policy or $250,000.00 whichever is LESS;
5) This indemnity is limited to policies issued on Mississippi properties only; and
6) An indemnitor is the underwriter who has already issued its policy without exception to the covered matter. An indemnitee is an underwriter whose policy is issued in reliance upon the automatic indemnitees given in the Agreement.

Note #1: A policy issuing agent should obtain permission from the underwriter of the new policy (the proposed indemnitee) to rely upon the terms and provisions of the Agreement before insuring over one or more of the defects referred to in items a) through e), above.

Note #2: Nothing in the Agreement prevents an underwriter from issuing separate letter of indemnity or refusing to indemnify in cases not covered under the Agreement or requires any underwriter to issue a letter of indemnity, if at all, within the time set for the closing.

Executed this the 15th day of October, 2007.

Fidelity National Title Insurance Company

By: _____

William T. Bozeman
Vice President and Area Manager

Executed this the 17th day of May 2007.

First American Title Insurance Company

By: _____

Donald G. Ogden, as Vice President
And Mississippi State Counsel

Done this the 17th day of May, 2007.

CHICAGO TITLE INSURANCE COMPANY

By: _____
Warren Laird, its Vice President and Area Counsel

SECURITY UNION TITLE INSURANCE COMPANY

By: _____
Warren Laird, its Vice President and Area Counsel

Executed this the 23rd day of May 2007.

Lawyers Title Insurance Corporation

By: _____
Michael E. Riddle as Area Manager
And Counsel

Commonwealth Land Title Insurance Company

By: _____
Michael E. Riddle as Area Manager
And Counsel

Transnation Title Insurance Company

By: _____
Michael E. Riddle as Area Manager
And Counsel

ADDITIONAL SIGNATORIES TO MISSISSIPPI MUTUAL INDEMNITY TREATY DATED THIS THE 23rd DAY OF OCTOBER, 2007.

TICOR TITLE INSURANCE COMPANY

BY: _____
WARREN LAIRD, VP & AREA COUNSEL

TICOR TITLE OF FLORIDA

BY: _____
WARREN LAIRD, VP & AREA COUNSEL

Executed this the 29th day of November 2007.

Stewart Title Guaranty Company

By: _____

Danny L. Crotwell, Vice President

ADDITIONAL SIGNATORIES TO MISSISSIPPI MUTUAL INDEMNITY TREATY DATED THIS THE 4TH DAY OF DECEMBER, 2007.

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

BY: _____
ROY J. PERILLOUX, MS. STATE MANAGER AND COUNSEL

ADDITIONAL SIGNATORIES TO THE MISSISSIPPI MUTUAL INDEMNIFICATION AGREEMENT.

MISSISSIPPI VALLEY TITLE INSURANCE COMPANY

By:_____ Date: 11/8/11
James M. Sellari, Chairman

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By:_____ Date: 11/8/11
James M. Sellari, Vice-President

ADDITIONAL SIGNATORIES TO MISSISSIPPI MUTUAL INDEMNITY TREATY DATED THIS THE 19TH DAY OF SEPTEMBER, 2012.

WESTCOR LAND TITLE INSURANCE COMPANY

BY: Patricia W. Bower

PATRICIA W. BOWER
GENERAL COUNSEL/SECRETARY

JOINDER TO MUTUAL INDEMNIFICATION AGREEMENT

This Joinder to Mutual Indemnification Agreement (this "Joinder") is dated effective as of December 1, 2017 (the "Effective Date"), by Alliant National Title Insurance Company, Inc., having an address of 1831 Lefthand Circle Suite G, Longmont, CO 80501 ("Alliant").

Alliant hereby acknowledges and agrees that by execution hereof, Alliant shall become a signatory and party to that certain Mutual Indemnification Agreement dated as of May 17, 2007, a complete copy of which is attached hereto as Exhibit A (the "MIA") as of the Effective Date, and thus subject to all terms and conditions of the MIA applicable to each signatory to the MIA.

IN WITNESS WHEREOF, the undersigned has executed this Joinder effective as of the Effective Date.

Alliant National Title Insurance Company, Inc.

By: _____
Name: Sean M. Culhane
Title: State Manager - Mississippi

JOINDER TO MUTUAL INDEMNIFICATION AGREEMENT

This Joinder to Mutual Indemnification Agreement (this "Joinder") is dated effective as of March 1, 2018 (the "Effective Date"), by AmTrust Title Insurance Company, a New York corporation, having a principal address of 59 Maiden Lane, 43rd Floor, New York, NY 10038 ("AmTrust"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Mutual Indemnification Agreement dated as of May 17, 2007, a complete copy of which is attached hereto as Exhibit A (the "MIA").

AmTrust hereby acknowledges and agrees that AmTrust is, upon execution hereof, a signatory and party to the MIA as of the Effective Date and thus subject to all terms and conditions of the MIA applicable to each signatory to the MIA.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on the date set forth below.

AmTrust Title Insurance Company,
a New York Corporation

By: Felice K Sh
Name: Felice K. Shapiro
Title: EVP-Chief Underwriting Counsel

Date: 2/21/2018