



Through **ATTORNEYS' TITLE FUND SERVICES, LLC.**

**AGREEMENT FOR APPOINTMENT OF POLICY-ISSUING AGENT
FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

THIS AGREEMENT (referred to herein as "this Agreement"), made and entered into this _____ day of _____, 20___, by and between Old Republic National Title Insurance Company, a Minnesota corporation (hereinafter referred to as "Insurer") and _____, a _____ under the laws of the state of Florida (hereinafter referred to as "Agent").

IN CONSIDERATION of the mutual benefits accruing, and subject to the terms and conditions hereof, the parties agree as follows:

1. APPOINTMENT OF AGENT

Insurer appoints Agent a policy issuing agent for Insurer for the purpose of signing, countersigning and issuing commitments, binders, title reports, certificates, guarantees, title insurance policies, endorsements and other agreements under which Insurer assumes liability for the condition of title (hereinafter referred to individually as a "Title Insurance Form," or collectively as "Title Insurance Forms"), covering real estate located in the State of Florida:

2. AGENT'S DUTIES

Agent shall:

- A. Receive and process applications for title insurance and issue Title Insurance Forms in a timely, prudent and ethical manner with due regard to recognized title insurance underwriting practices and in accordance with the rules and instructions of Insurer, as well as in conformity with federal, state and local laws, rules, regulations and practices;
- B. Maintain and preserve, in a separate file on each order for title insurance placed with Agent, a copy of the Title Insurance Forms issued in that transaction, and all supporting documents on which the determination of insurability is made, including, but not limited to, affidavits, lien waivers, survey plats, searches, examinations and work sheets;
- C. Transmit to the appropriate public office within one (1) business day of closing or such other period of time which is possible in the jurisdiction where the public office is located and cause the recording of all documents necessary to insure the interest, estate or title described in the policy, and to issue appropriate Title Insurance Forms within a commercially reasonable period of time.
- D. Keep safely and assume full responsibility for all Title Insurance Forms entrusted to Agent by Insurer, and maintain an accurate, updated register thereof;
- E. Assume full responsibility for the collection of all premiums, fees and charges attributable to the issuance of Title Insurance Forms hereunder and remit the appropriate sums to Insurer as required in Section 6. C. hereof;
- F. Keep safely in a federally insured trust account separate from Agent's operating accounts all funds received by Agent in connection with transactions where Insurer's Title Insurance Forms are issued, and disburse said funds only for the purposes for which the same were entrusted, and reconcile all such accounts not less frequently than monthly;
- G. Comply with all statutes and rules and regulations relating to the licensing and operation of Agent's business;
- H. Immediately notify Insurer in writing if Agent, for any reason, is unable to carry on the business of issuing

Insurer's Title Insurance Forms;

- I. Immediately notify Insurer in writing if there is a change in any principal or ownership of Agent, including without limitation, any change in officers, directors, shareholders, partners, managers, associates, members or any key employees of Agent;
- J. In the event that such a change as identified in subsection I above occurs, Agent shall, if requested by Insurer, promptly obtain and provide to Insurer a fully executed "Disclosure & Release of Information Authorization" by any such new principal or owner, in the same format contained in the Application for Policy-Issuing Agent.
- K. In the event that such a change as identified in subsection I above occurs, Agent shall undertake all actions necessary to assure that the insurance coverages required in Section 10 are maintained at all times;
- L. Comply with all of the terms and conditions of this Agreement and all other terms and conditions of all other agreements between Agent and Insurer or between Agent and Insurer's affiliates; and
- M. Comply with all Bulletins, Alerts, Directives, Policies and Procedures issued by Insurer.

3. INSURER'S DUTIES

Insurer shall:

- A. Furnish Agent with Title Insurance Forms and forms for the accounting of same;
- B. Furnish Agent with rules and instructions for issuing Title Insurance Forms;
- C. Determine all risk assumption questions submitted by Agent; and
- D. Comply with all statutes, rules and regulations relating to the licensing, taxation and the operation of Insurer's business.

4. LIMITATIONS ON AGENT'S APPOINTMENT AND AUTHORITY

Agent shall not, without written approval from Insurer:

- A. Commit Insurer to a risk in excess of One Million Dollars (\$1,000,000.00);
- B. Commit Insurer to a risk which it has, by its rules, determined to be an extraordinary or unusual risk, or which Agent knows to be based upon a disputed title;
- C. Commit Insurer to a risk which, by its rules, instructions or manuals, requires prior approval by Insurer;
- D. Use Title Insurance Forms other than those supplied or approved by Insurer or alter any Title Insurance Forms supplied or approved by Insurer;
- E. Administer or adjust any claim of loss for which Insurer may become liable;
- F. Accept service of legal process on behalf of Insurer, unless required by state law, in which event Agent shall immediately forward to Insurer all documents served;
- G. Incur bills or debts chargeable to Insurer;
- H. Use, in any of Agent's advertising or as a part of Agent's name, the following: (1) the names or corporate seal for "Old Republic National Title Insurance Company", "Old Republic Title" or any derivative thereof; (2) the signatures of any officers of the Insurer; (3) the service mark "OR" encircled by 13 stars or any derivative thereof. In the event such written approval is obtained, Agent shall cease any and all such use immediately upon termination of this Agreement.
- I. Issue Title Insurance Forms covering any title in which Agent, its officers, directors, employees, partners or the attorney furnishing an opinion of title, have any interest, direct or indirect.

5. TITLE INSURANCE RATES

- A. Insurer shall supply Agent with its title insurance rate manual or schedule for each state in which Agent is authorized to do business under this Agreement. Insurer reserves the exclusive right to change its rates from time to time, in whole or in part, and shall notify Agent of such changes. Except as allowed under subparagraph (B), Agent shall charge and collect premium according to Insurer's rate manual or schedule, or Promulgated Rule.
- B. In states where Insurer's rates are not filed or otherwise regulated, Agent may charge and collect premium that is not calculated according to Insurer's rate manual or schedule, provided that the rate charged complies with applicable law.

6. DIVISION OF PREMIUM AND REPORTING SCHEDULE

- A. Agent shall remit to Insurer the percentage of the title insurance rates mandated by the State of Florida and specified in Section 5 (A) above as Insurer's underwriting fee for its assumption of risk. If Agent issues policies in states in which rates are not promulgated or regulated, and if Agent charges and collects an amount of premium that is higher than the amount calculated according to Insurer's rate manual or schedule, the percentage amount remitted to Insurer shall be calculated on such higher amount collected; however, in no event shall the amount remitted to Insurer be less than the percentage of the premium amount calculated according to Insurer's rate manual or schedule.
- B. Insurer may require that a greater percentage of premium be remitted by Agent on certain real estate transactions, under circumstances where the Insurer is performing additional services which are commensurate to the increased percentage of premium. Under circumstances where Insurer may charge additional premium for extraordinary or unusual risks, as defined by Insurer, Agent shall not be entitled to retain any portion of any such additional premium. For purposes of calculating Agent's retention in cases where, for any reason, reinsurance is purchased by Insurer, the cost of such reinsurance shall first be deducted from the title insurance premium collected prior to the division of premium calculated according to this Section, and the amount deducted for reinsurance shall be remitted to Insurer according to subparagraph (C) of this Section.
- C. Agent shall report to Insurer, on a monthly basis, in a form approved by Insurer, all title insurance policies, endorsements and any other Title Insurance Forms that Insurer may require to be reported, which have been issued since the previous report, and attach to the report a copy of each Title Insurance Form covered by the report. Agent shall also remit to Insurer, with the above report, all amounts due Insurer under this Agreement. The report and remittance shall be due on or before the 10th day of the second month following the closing date on which Insurer's title insurance liability attached. Alternatively, Agent may report each policy and other forms electronically when issued and may remit electronically. All Title Insurance Forms submitted to Insurer as required under this Section shall become the property of Insurer.
- D. All amounts due Insurer pursuant to this Agreement shall, upon receipt by Agent, be considered the property of Insurer and shall be held in trust by Agent for the benefit of Insurer, as Trust Funds as described in 626.8473, Florida Statutes in a bank account separate and apart from Agent's personal and operating accounts.

7. RESPONSIBILITY FOR LOSS

As between Insurer and Agent, responsibility for loss (which term includes, by way of illustration and not limitation, payments to insured(s) and third parties, attorney's fees and all other costs incurred in the investigation of claims, negotiation of settlements and litigation and/or other legal proceedings, and any regulatory fines) arising from the title insurance business conducted pursuant to this Agreement, shall be as follows:

- A. Agent is responsible for losses caused by or attributed to the following:
 - 1. Defalcation, fraud or dishonesty on the part of Agent;
 - 2. Intentional or negligent failure of Agent to comply with the terms and requirements of this Agreement or of the rules, regulations or instructions given to Agent by Insurer;
 - 3. Intentional or negligent omission from commitments or policies of reference to encumbrances or title defects disclosed by the application, by the Agent's search and examination of title, by an approved examiner's report, or certification of title, or which were otherwise known or should have been known to the Agent;
 - 4. The improper closing or attempted closing by the Agent, including but not limited to (a) loss or misapplication of customer funds, documents or other things of value received by Agent in a fiduciary capacity or otherwise, resulting in loss to Insurer, (b) failure to disburse properly or close in accordance with escrow or closing instructions, and/or (c) misappropriation of escrow or closing funds by Agent; and
 - 5. Negligent errors or omissions in: a. the search, or examination of title; b. in the preparation of Title Insurance Forms; or c. in other procedures involved in processing an application for title insurance.
- B. Agent's responsibility for loss as set forth in Section 7 (A) shall be construed broadly to include any losses

caused by the actions or inactions of: (i) Agent, any principal and/or owner of Agent, including without limitation, any officer, director, shareholder, partner, manager, associate, or member of Agent, or any employee of Agent; and (ii) the agents, sub-agents, vendors, contractors, subcontractors of Agent and/or their respective officers, directors, shareholders, employees, partners, associates and/or members (hereinafter referred to as "Subcontractors").

- C. Insurer is responsible for all other losses resulting from claims covered under Insurer's Title Insurance Forms issued by Agent.
- D. Insurer shall have the exclusive right to adjust, pay or compromise all claims (including those claims for which Agent is liable) and the sole discretion to commence, defend against or settle legal proceedings in connection therewith. If Insurer incurs expenses or pays a claim of loss for which Agent is responsible, Agent agrees to reimburse Insurer for such amounts on demand. Insurer shall have the right of setoff for such amounts. Agent shall promptly submit a claim to its E&O carrier when directed to do so by Insurer.

8. PREPARATION OF POLICIES AND COMMITMENTS

- A. Agent shall show as exceptions to coverage all defects, liens and encumbrances, including but not limited to taxes, restrictions, easements and any other matters which affect the validity and/or marketability, or insurability of the title being insured, of which the Agent has knowledge or notice, including those matters disclosed by a proper search of the records, an opinion of title or an inspection or survey of the insured land.
- B. Agent shall specifically identify the Insurer as its underwriter on the commitment at the time it is created or issued.

9. CLAIMS

If a claim is made to Agent under any of Insurer's Title Insurance Forms which Agent has issued Agent agrees to notify Insurer immediately through Attorneys' Title Fund Services, LLC at its office at 6545 Corporate Centre Blvd., Orlando, FL 32822 and provide Insurer with a copy directly at 400 Second Ave. South, Minneapolis, MN 55401 (Attn: Claims). If Agent becomes aware of any circumstances which may give rise to a claim under any such exposure, Agent agrees to immediately notify Insurer through Attorneys' Title Fund Services, LLC at its office at 6545 Corporate Centre Blvd., Orlando, FL 32822 (Attn: Claims Department). Agent shall provide all reasonable assistance to, and shall cooperate with, Insurer in investigating, adjusting or contesting said claim. Unless expressly authorized by Insurer, Agent shall not administer any claim, nor make any attempt to investigate, accept or deny any claim, or settle or refer the claim to outside counsel. Agent shall make available to Insurer any file documents necessary to administer such claim.

10. INSURANCE

- A. Agent shall obtain and keep in full force and effect for so long as Agent has liability to Insurer under the terms of this Agreement, the following:
 - 1. A comprehensive liability insurance policy for errors and omissions (hereafter referred to as "E & O") in an amount of at least Two Hundred Fifty Thousand dollars (\$250,000.00) in a form and issued by a company acceptable to Insurer. Agent shall furnish to Insurer a copy of the policy, including all endorsements, and a copy of proof of payment of the current premium. This comprehensive liability policy may have a deductible of no more than Ten Thousand Dollars (\$10,000.00) per loss.

Although the relationship created by this Agreement does not extend to any escrow, closing or settlement or other services that do not involve Insurer's assumption of liability for the condition of title, the above-described insurance policy shall cover the full range of Agent's responsibilities and services including searches, document preparation, commitment and policy issuance and escrow services.

Agent shall renew the existing E & O policy to increase the policy period by each renewal year. Renewal prevents coverage lapses created by a switch to an insurer that does not provide prior acts coverage for the years covered by the prior insurer. If for any reason, the insurer is unable or unwilling to renew the existing policy, Agent is to (i) notify Insurer of the reason for non-renewal and

(ii) make reasonable efforts to procure E & O with prior acts coverage. If the Agent has a bona fide reason not to renew with a willing insurer, Agent agrees to: (i) contact Insurer for approval to procure other E & O insurance and, if approved; (2) agrees to make reasonable efforts to obtain prior acts coverage. All copies to be forwarded to the Insurer hereunder shall be forwarded in compliance with the provisions of Section 24, hereunder.

2. At any time during the term of this Agreement, Insurer shall have the right to require, and Agent shall promptly furnish to Insurer, evidence (satisfactory to Insurer) of compliance with this Section 10, including but not limited to evidence of renewals of all required coverage.
 3. If state or other local law requires coverage that is greater than or in addition to the requirements of this section, then such greater or additional coverage shall be obtained by Agent.
- B. Agent authorizes Insurer to submit notices of claims to Agent's E & O and bond carriers on Agent's behalf.
- C. Agent shall immediately notify Insurer in writing if Agent's insurance coverage is cancelled or if coverage is changed.

11. AUDITS AND CREDIT INVESTIGATIONS

Agent hereby agrees and authorizes Insurer, at Insurer's option:

- A. To conduct, or have conducted periodic audits of Agent's policy inventory, title insurance files and any material, files, records or accounts, including financial and business records, relating to the issuance of Title Insurance Forms. In addition, although it is agreed that any escrow or settlement business responsibility is strictly that of Agent, it is recognized that because the Insurer issues closing protection letters which cause Insurer to indemnify third parties against loss resulting from Agent's errors, omissions or misconduct (and for which Agent acknowledges total liability), Agent does hereby grant Insurer the right at any reasonable time or times to audit all financial and business records relating to any escrow closing or settlement functions conducted by Agent; and
- B. To obtain periodic credit reports, driving history and criminal background reports on Agent. These matters may include matters in the nature of a consumer report as defined by the Federal Fair Credit Reporting Act.

12. ESCROWS AND OTHER BUSINESS OF AGENT

- A. The relationship created by this Agreement does not extend to (1) any escrow, closing or settlement business (hereinafter referred to as "Escrow Business") conducted by Agent and/or Agent's Principals, employees or Subcontractors; (2) title reports, opinions or certificates issued in the name of Agent or (3) to any other activity of Agent and/or Agent's principals, employees or subcontractors that does not involve the Insurer's assumption of liability for the condition of title.
- B. Agent agrees not to receive nor acknowledge receipt for any fund, including escrow funds, in the name of Insurer but, rather, shall receive and receipt for funds, including escrow funds, for its own account. Agent further agrees to maintain adequate records, as may be required by Insurer, as to any escrow and closing funds being handled by Agent in transactions in which Insurer's Title Insurance Forms are issued, and to keep all such funds properly segregated in a trust or escrow account in a federally insured institution, or as otherwise required by state law.

13. CLOSING PROTECTION LETTERS

Insurer may from time to time, as an accommodation to Agent in the promotion of Agent's title insurance agency business, issue a closing protection letter (CPL) to a prospective insured or other party to a real estate transaction being processed by Agent and/or its Subcontractors, the effect of which is to bind Insurer to indemnify the addressee thereof against loss resulting from that Agent's and/or its Subcontractor's errors, omissions or misconduct in acting as the escrow, closing or settlement agent for the parties to the transaction, under the terms and conditions stated in the CPL.

- A. Insurer has developed and maintains an automated system to facilitate the uniform use and distribution of approved standard form CPLs. Except as provided in subsection (B) below, Agent agrees that it will use Insurer's automated system to obtain the standard form CPL in all instances where Agent will be issuing a policy of title insurance on behalf of Insurer.
- B. The exclusive and uniform use of the automated system to obtain CPLs would not be practical or efficient in states that require issuance of letters on individual transactions and a payment of a fee for each transaction on which a CPL is issued. Currently those states are New Jersey, Pennsylvania, Nebraska and North Carolina. When issuing a CPL in those states (and any other states which may hereafter require CPLs on individual transactions) Agent may duplicate and issue Insurer's promulgated and approved standard form CPLs on Agent's own computer software system; provided that (1) prior to issuing any such CPL, Agent provides to Insurer a copy of the template that Agent will use to produce any CPLs; and (2) Agent submits a detailed report and remits all applicable fees to Insurer each month, listing every CPL issued from Agent's system.
- C. If Insurer makes payment of a claim arising from matters covered by a CPL, Agent shall promptly, without offset, reimburse Insurer for the full amount of Insurer's loss, as defined herein. Insurer shall have sole and exclusive discretion to compromise and settle any claim asserted against Insurer without prejudice to Insurer's right to full reimbursement, and without release or waiver of Agent's obligations to reimburse Insurer.
- D. If Agent violates the provisions set forth herein and/or otherwise improperly issues a CPL, including but not limited to altering the standard form CPL from the automated system or issuing a CPL in a state where Agent is not licensed to conduct business, then Agent shall be responsible for and shall indemnify without offset Insurer for all loss arising from the escrow transaction(s) and any corresponding title insurance business conducted under the auspices of any improperly issued CPL.
- E. As used herein, the term "loss" shall mean payments to insureds and to third parties and shall include attorneys fees, and amounts expended in payment for the investigation of claims, regulatory fines or penalties, expert witnesses fees, litigation or other legal proceedings costs and settlement negotiation and payments.
- F. The term "Agent" under this Section 13 shall be construed to include Agent, any principal and/or owner of Agent, including without limitation, any officer, director, shareholder, partner, manager, associate, or member of Agent, or any employee of Agent, and Agent's Subcontractors. Agent's responsibility for loss as set forth in this Section 13 shall be construed broadly to include any losses caused by the actions or inactions of any or all of the aforementioned.

14. TRADEMARK, SERVICE MARKS AND WORD MARKS

Contemporaneously with the execution of this Agreement, Insurer grants to Agent a non-exclusive, nontransferable license to use the Marks provided electronically by Insurer to Agent in the same content, format and style as the title insurance forms exist in non-electronic format. Insurer reserves the right to control the manner in which Agent uses the Marks and any electronic forms provided by Insurer to Agent. Agent shall not sell, alter, modify, license or sublicense the Marks. Insurer may audit Agent's use of the Marks in the same manner and in accordance with Section 11 hereof. Insurer and Agent acknowledge that the License granted herein shall terminate automatically upon Agent's breach of any provision of this Section 14 or upon termination of this Agreement. Agent shall destroy any Marks or other electronic forms supplied to it by Insurer upon termination of the license granted herein.

15. TERMINATION OF AGREEMENT

- A. Either party hereto may terminate this Agreement by providing the other party 30 days written notice of termination. Notice shall be given as provided at Section 24 of this Agreement.
- B. In the event of a material breach of this Agreement by either party hereto; the other party may terminate this Agreement effective immediately by giving written notice to the party committing such breach.

Material breach on the part of the Agent includes, by way of illustration and not limitation:

1. Agent's material deviation from any term of this Agreement, or any directive promulgated by the Insurer and furnished to Agent;
 2. Agent's failure to: (a) promptly pay amounts due Insurer; (b) promptly report when due issued Title Insurance Forms; (c) report a shortage in Agent's accounts of funds entrusted to it by Insurer or others; (d) comply with Section 10 herein; (e) notify Insurer of any changes in Agent, pursuant to Section 2 (I) of this Agreement; (f) comply with Section 13 of this Agreement; or (g) timely record all instruments referred to at Section 2 (C) of this Agreement;
 3. Agent, or any principal and/or owner of Agent, including without limitation, any officer, director, shareholder, partner, manager, associate, or member of Agent, or any employee of Agent, is involved in any act of fraud, dishonesty, misconduct or unethical behavior;
 4. Agent's assignment of this Agreement without Insurer's consent; or
 5. Agent's filing a petition or being adjudged bankrupt or insolvent, under any federal or state bankruptcy or insolvency law.
 6. Intentional omission from commitments or policies of reference to encumbrances, ownership, or title disclosed by the application, by the Agent's search and examination of title, by an approved examiner's report, or certification of title, or which were otherwise known to the Agent as the time of issuance of insurance,
 7. Agent's failure to submit monthly escrow reconciliation reports promptly to Insurer when due if required by state law or Insurer.
- C. If during the term of this Agreement, because of death or disability, or for any other reason, Agent is unable to carry on the business of issuing Insurer's Title Insurance Forms, Insurer may cancel this Agreement by giving thirty (30) days written notice to Agent.
- D. Consequences of Termination
1. Agent to Account. If this Agreement is terminated, Agent shall immediately provide Insurer with a complete written accounting of all remittances due under this Agreement and of all Title Insurance Forms furnished by Insurer to Agent and deliver to Insurer all such forms and all files kept pursuant to Section 2(B) above relating to Insurer's Title Insurance Forms. Insurer shall have the right of immediate, multiple and unrestricted access to all files kept pursuant to Section 2(B), and Insurer's audit rights under this Agreement shall survive such termination. Agent shall promptly return all unused Title Insurance Forms to Insurer. Further, the Agent shall immediately destroy and delete any and all forms of the Insurer stored on or within any and all computer systems or other electronic storage systems maintained, controlled and/or owned by the Agent.
 2. Insurer's Right to Access Agent's Records. In addition to Insurer's rights as set forth in Section 9 above, Insurer's right to access Agent's records, computer and/or information storage systems shall continue indefinitely in the event of any litigation, or the threat thereof, which does or could result in the assertion of or any actual claim of loss under any provision of this Agreement or under any Title Insurance Form issued hereunder. Insurer shall have the right to make an examination of Agent's pertinent books, records, data, in whatever form ("Records") as Insurer may deem advisable or necessary, while this Agreement is in effect or after this Agreement has been terminated. Agent shall keep all of its Records intact, and Agent, upon the request of Insurer, shall assist Insurer in accessing any and all such Records.
 3. Title Insurance Forms. Agent and Insurer recognize and agree that all Title Insurance Forms entrusted to Agent by Insurer are and shall remain the property of Insurer at all times during the term of this Agreement and following its termination.
 4. Rights, Duties, Obligations & Remedies. The rights, duties, obligations and remedies of the

parties hereto, as set forth in this Agreement, accruing prior to, and/or because of, any such termination shall survive the termination of this Agreement. The parties hereto shall be entitled to seek all remedies, legal and equitable, available under all applicable state or federal law (their respective case law, statutory and regulatory laws of whatever nature) for the enforcement of any or all of said rights, duties and obligations, during the term of this Agreement and/or after its termination.

16. REPRESENTATIONS, WARRANTIES AND VALIDATING OFFICERS

Agent hereby represents and warrants that Agent is duly organized, validly existing and in good standing in accordance with the laws of the state under which it was organized; and the individual(s) executing this Agreement has (have) been properly authorized to do so.

Agent's Validating Officers are listed on attached Exhibit A, which Exhibit is incorporated herein by this reference.

17. WAIVER AND FUTURE COMPLIANCE

A waiver of any provisions of this Agreement by Insurer or Agent shall not be construed to be a waiver of compliance with such provision in the future.

18. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by any such severance.

19. ASSIGNMENT

- A. This Agreement is not assignable by Agent, except upon written consent of Insurer. Insurer may assign without the consent of Agent. In case of any assignment, this Agreement shall be binding upon and inures to the benefit of the parties hereto, and any authorized successors and assigns.
- B. If, at any time during the term of this Agreement, there shall occur any change in the ownership of Agent, including without limitation, any change in officers, directors, shareholders, partners, managers, associates, members or any key employees of Agent, such change may be considered, at Insurer's option, as an Assignment under this Section.
- C. Any attempt by Agent or any principal or owner of Agent, including without limitation, any officer, director, shareholder, partner, manager, associate or member of Agent, to assign this Agreement without the express prior written approval of Insurer shall be void and unenforceable and shall result in the immediate termination of this Agreement without the necessity of any further action by any of the parties to this Agreement as it may from time to time be renewed, extended or amended.

20. ATTORNEY'S FEES AND COSTS

In any litigation or other legal proceedings by and between the parties to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court and other costs from the non-prevailing party related to any such litigation or other legal proceedings.

21. CONFIDENTIALITY

The parties agree that neither will, without the prior written consent of the other, use, divulge, disclose or make accessible to any other person, firm, partnership or corporation, any Confidential Information, as hereinafter defined, except when required to do so by law, provided, however, that in the case of any such requirement, such party shall provide written notice to the other at least 10 days prior to producing such Confidential Information. For purposes of this agreement, "Confidential Information" shall mean all non-public information concerning the business of the party which has value to the party and is not generally known to competitors, including, by way of illustration and without limitation,

information relating to its financial products, product development, customer lists, business and marketing plans and strategies, and operating policies and manuals, except for items which become publicly available information other than through a breach by either party of its duty hereunder.

22. CONSENT TO JURISDICTION – WAIVER OF JURY TRIAL

At the option of Insurer, this Agreement may be enforced in any Minnesota state court or federal court sitting in Hennepin County, Minnesota. Agent consents to the jurisdiction and venue of any such court and waives any defense that venue in such forums is not convenient.

Agent and Insurer, by their acceptance of this Agreement, irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

23. GOVERNING LAW

The validity, construction and enforceability of this Agreement shall be governed by the laws of the state of Minnesota; provided, however, that no effect shall be given to Conflicts of Laws principles of the state of Minnesota.

24. NOTICES

Any notice or other communication required or permitted to be given or made by either party to the other under this Agreement, or pursuant to any applicable law, shall be in writing (whether or not so stated elsewhere in this Agreement) and shall be deemed to have been properly given or made, if sent by either registered or certified United States mail, return receipt requested, postage prepaid, or by overnight delivery by any nationally recognized overnight delivery service, as follows:

1. To Insurer: Old Republic National Title Insurance Company
c/o Attorneys' Title Fund Services, LLC
6545 Corporate Centre Blvd.
Orlando, FL 32822

2. To Agent: _____
c/o _____

All such notices shall be deemed to have been given or made on the expiration of three (3) business days after U. S. mailing or overnight delivery. Either party may designate a different address for notices, by providing the other party written notice of such change.

25. NOVATION

Insurer maintains dual agency networks in Florida. One network is managed by Attorneys' Title Fund Services, LLC and the other is managed by Old Republic National Title Insurance Company directly. Each network operates independently. Attorneys and licensed title agencies are eligible to be appointed by either or both networks upon meeting the requirements of each network. An agency agreement entered into with one network shall not constitute a novation or modification of any agreement entered into with the other agency network. Any agency termination actions by Agent or Insurer shall be communicated by or to the applicable agency network and independent of any agreements through the other agency network. Information regarding agency terminations may be communicated from one network to the other.

26. DISCHARGE OF INSURERS RIGHTS AND RESPONSIBILITIES

Insurer may discharge any right or responsibility created by this agreement through Attorneys' Title Fund Services, LLC (herein referred to as The Fund). Agent shall respond to any request or requirement of The Fund as though the request or requirement were received from Insurer directly.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year above written.

AGENT: _____

By: _____ Date: _____

Its: _____

INSURER: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: _____ Date: _____

Its: _____

Exhibit A
AGREEMENT FOR APPOINTMENT OF POLICY-ISSUING AGENT

Set forth below are the individuals requesting appointment as signatories* of Old Republic National Title Insurance Company on behalf of Agent. (*Signatories Must Be Attorneys.)

NAME: _____

TITLE: _____

Signature: _____

NAME: _____

TITLE: _____

Signature: _____

NAME: _____

TITLE: _____

Signature: _____

NAME: _____

TITLE: _____

Signature: _____

NAME: _____

TITLE: _____

Signature: _____

NAME: _____

TITLE: _____

Signature: _____

AGENT

By: _____

Date: _____

Title: _____

INSURER

By: _____

Date: _____

Title: _____