

CHICAGO TITLE INSURANCE COMPANY ISSUING AGENCY CONTRACT

CHICAGO TITLE INSURANCE COMPANY ("Principal"), and **Name, Firm, Address, City, State,** ("Agent") agrees as follows:

1. Appointment of Agent. Principal appoints Agent as an Agent of Principal for the promoting and transacting of a title insurance business in the County(ies) of ALL, in the State of State allowed with the approval of Principal.

Agent may validate, countersign, issue and deliver commitments, policies and endorsements of Principal on forms supplied by Principal in the manner provided by this agreement and the rules of the Principal as shall from time to time be furnished to the Agent. Principal and Agent agree that business under this contract shall be conducted in accordance with the laws and regulations of the above named state.

2. Limitations on Agent's Authority. Agent shall not, without written approval of Principal:

A. Commit Principal to a risk in excess of \$Liability Amount.
B. Commit Principal to a risk which Principal has by rules determined to be an extraordinary or extra-hazardous risk or which Agent knows to be based upon a disputed title.

C. Alter forms furnished by Principal except in cases authorized by Principal.

D. Adjust any claim for loss for which Principal may become liable.

E. Accept service of process on Principal.

F. Incur bills or debts chargeable to the Principal.

G. Commit Principal to a risk on a transaction in which the agent has an interest.

3. Duties of Agent. Agent shall:

A. Receive and process applications for title insurance in a timely, prudent and ethical manner with due regard to recognize title insurance underwriting practices and in accordance with the rules and instructions of Principal.

B. Supply at Agent's expense office space and qualified personnel for the handling of business under this agreement.

C. Prepare, maintain and preserve a file for each application for title insurance. Such file shall include all supporting documents which enable Agent to issue such insurance, including, but not limited to, affidavits, lien waivers, surveys, searches, examinations, and work sheets, together with a copy of commitments, policies and endorsements issued. Title to same shall vest in Principal.

D. Send to Principal a copy of each policy and endorsement issued by Agent.

E. Keep a policy register in a form approved by Principal showing the disposition of all policies and other pre-numbered forms furnished by Principal. Upon request by Principal, Agent shall furnish a statement accounting for all such forms.

F. Keep safely in accounts separate from Agent's personal or operating accounts all funds received by Agent from any source in connection with transactions(s) in which Principal's title insurance is involved, disburse said funds only for the purposes for which same were entrusted, and reconcile all such accounts not less frequently than monthly. Principal shall have the right to examine, audit and approve Agent's accounting procedures to assure compliance with the Principal's Settlement Services Policy Statement for Agents, a copy of which is being delivered to Agent simultaneously with the execution of this contract.

G. Provide Principal on an annual basis, copies of annual financial statements of the agency, said statements to be kept confidential by Principal.

4. Duties of Principal. Principal shall:

A. Furnish Agent forms of commitments, policies, endorsements and forms for the accounting of the same required for the transaction of business hereunder.

B. Furnish to Agent rules and instructions for guidance in transacting business hereunder. A copy of the Principal's Underwriting Guide is being delivered to Agent simultaneously with the execution of this contract. The Underwriting Guide may be amended, updated and supplemented by such other memos and bulletins as Principal may issue from time to time.

C. Determine all risk assumption questions submitted by Agent.

D. Arrange for reinsurance where required, to the extent such reinsurance is available.

5. Rates and Remittances. Attached hereto and made a part hereof is a Schedule of Rates and Remittances. Agent shall quote, charge and collect the Rates set forth therein. Principal may change or revise said Rates from time to time on due notice to Agent. Agent shall report and remit to Principal as required by the Schedule of Rates and Remittances.

6. Liability of Agent. Agent shall be liable to and agrees to indemnify and to save harmless Principal for all attorney's fees, court costs, expenses and loss or aggregate of losses resulting from:

A. Omissions or other inaccuracies in any commitment or policy which are disclosed by the application, the approved examiner's report, or which were known to the Agent;

B. Errors and/or omissions in the abstracting or examination of title by Agent or Agent's employees and/or subcontractors, except for abstracting or examination of title provided to Agent by Principal;

C. Failures of Agent, its officers and employees, to comply with the terms of this contract or with the rules, regulations or instructions given to Agent by Principal;

D. Any improper closing or attempted closing by the Agent, including, but not limited to, (1) loss or misapplication of customer funds, documents, or other things of value entrusted to Agent in any custodial or fiduciary capacity resulting in loss to Principal, and/or (2) failure to disburse properly or close in accordance with escrow and/or closing instructions, and/or (3) misappropriation of escrow or closing funds by Agent, its officers or employees.

7. Insurance. Agent shall immediately obtain and keep in full force during the term of this contract:

A. A Title Insurance Agent's Errors and Omissions Policy with opinion of title coverage with a company acceptable to Principal in a sum of not less than \$1,000,000.00 and a deductible provision of no more than \$5,000.00 per loss; and

B. A Fidelity Bond of \$ N/A covering all officers and employees of Agent. Agent agrees to furnish Principal with a copy of said policies and any other evidence that Principal may deem necessary evidence of compliance with this provision.

8. Examination of Records. Agent agrees to provide access for examination to the Principal at any reasonable time or times to all files, books and accounts and other records of Agent relating to the business carried on hereunder and to the closings of transactions committed to the issuance of Principal's policies of insurance. Such right of examination may also be exercised after termination of this contract.

9. Shortage of Funds. In the event a shortage is revealed or discovered in Agent's accounts of funds entrusted to Agent by others or in the remittances due Principal hereunder, then Principal may declare immediately due and payable any debts owed by Agent, including any funds for which Principal may be responsible or have a liability therefor. Principal shall have a lien on all property of Agent as security for the repayment thereof. On demand by Principal, Agent shall immediately make good the shortage or convey and deliver possession of such property to Principal. A conveyance of such property shall not of itself relieve Agent of further liability for said shortage, but may be utilized to mitigate the liability of Agent therefor.

10. Advertising. Agent agrees that it will not use the name Chicago Title Insurance Company in any of its advertising without the prior written approval of Principal.

11. Claims. If a policy claim is made to Agent, if Agent receives notice of a potential claim, or if Agent receives notice of litigation which may result in a claim, Agent shall immediately give notice to Principal and shall lend all reasonable assistance, without charge to Principal, in investigating, adjusting or contesting said claim. Agent shall not be required to act as or provide counsel in connection with said claim.

12. Assignment. This contract is not assignable except upon written consent of the parties hereto. This contract is, however, binding on and inures to the benefit of any corporate successor of Principal.

13. Non-Waiver by Principal. The failure of Principal to enforce strictly the performance by Agent of any provision of this contract or to exercise any right of remedy following from Agent's breach of any condition or the acceptance by Principal of any payment, remittance or other performance during Agent's failure to perform or during Agent's breach shall not be a waiver by Principal of its rights under the contract as written and shall not be construed to be an amendment or modification of this contract as written.

14. Termination of Contract. Either party hereto may cancel this contract by the giving of thirty (30) days' written notice of intent to cancel by registered or certified mail to the other party. Such written notice to Principal shall be addressed to the principal office of the Company or to the branch office of the Company supervising the Agent. Such written notice to Agent shall be sent to the last known business address of Agent. In the event of material breach of this contract by either party hereto, the other may terminate immediately by giving notice in the manner above set forth. Material breach on the part of the Agent includes material deviation from the rules promulgated by Principal and furnished to the Agent. In the event of termination Agent shall at once furnish to Principal a complete accounting of all remittances due hereunder and of all commitments, policies and endorsements furnished by Principal to Agent and deliver to Principal all forms and all files kept pursuant to paragraph 3-C relating to commitments and policies of the Principal. Upon termination, Principal shall have the right of unrestricted access to all files kept pursuant to paragraph 3-C.

15. Court Costs. If either party shall institute an action against the other party for breach of this contract, the unsuccessful party shall pay court costs and reasonable attorney's fees to the successful party.

16. Other Agreements Void. It is expressly understood and agreed by and between the parties hereto that this Contract and Exhibits, if any, attached hereto and made a part hereof, set forth all the promises, agreements, conditions, and understandings between Principal and Agent and that there are no promises, agreements, conditions, or understandings, either oral or written, between them other than as are herein set forth.

IN WITNESS WHEREOF THIS CONTRACT IS EXECUTED THIS DAY OF , 20 .

AGENT:Agent

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name

By: _____
Philip J. Fanning

CHICAGO TITLE INSURANCE COMPANY SCHEDULE OF RATES AND REMITTANCES

Attached to and forming a part of Contract between
Chicago Title Insurance Company ("Principal")
and ("Agent") Dated

RATES

1. Attached hereto and incorporated herein is a manual entitled Connecticut Rates setting for the rates for title insurance of Principal for the area covered by this contract. Agent shall quote, charge and collect said rates for each policy issued.
2. For extraordinary or extra-hazardous risks and for extensions of policy coverage not provided for in said manual, Principal reserves the right to set and determine the charge.
3. If said manual does not include service or processing charges, Agent shall determine and fix those charges in accordance with his usual and customary practices.

REMITTANCES

4. For each commitment, policy and endorsement of Principal, the order for which was initiated by Agent, and which is issued by Agent pursuant to this contract, Agent shall report and remit Number Percent (##%) of rates set forth in the manual referred to in Paragraph number "1" of this Schedule, including simultaneous issue. For each commitment, policy and endorsement of Principal, in excess of N/A liability, the order for which was initiated by Principal and referred to Agent, and which is issued by Agent pursuant to this contract, Agent shall report and remit Number Percent (##%) of the rates set forth in the manual referred to in Paragraph "1" of this Schedule, including simultaneous issue. Agent shall retain the entire commitment issuance fee as a processing fee.
5. For charges made pursuant to Paragraph number "2" of this Schedule, Agent shall remit an amount as shall be agreed upon between Principal and Agent.
6. Where Principal purchases reinsurance or excess coinsurance, a decision which rests solely with Principal, the division of the rates as defined in Paragraph number "4" of this schedule shall be computed on the net amount remaining after deducting cost thereof. Agent shall remit to Principal the cost of such reinsurance and coinsurance.
7. Agent agrees that remittances will be paid at the time of reporting policies issued to the Principal. The payment of remittances, and the simultaneous reporting of policy copies, shall be mailed to the Principal's Headquarters Office within 15 days of the issuance of the policy. Principal will supply to Agent an Agency Billing and Statistical Manual and subsequent Amendments thereto, which set forth additional remittance information.

COMPENSATION

8. Principal's compensation shall be the amount required to be remitted hereunder by Agent. Agent's compensation shall be the rates and charges herein required to be collected, less the amounts to be remitted to Principal.

AGENT: Firm

PRINCIPAL: CHICAGO TITLE INSURANCE COMPANY

By: _____
Name

By: _____
Philip J. Fanning