Title Insurance National Information Exchange, LLC

MORTGAGE FRAUD PREVENTION AGREEMENT
EFFECTIVE FEBRUARY 26, 2006

This "Mortgage Fraud Prevention Agreement" is agreed to by and between the Title Insurance National Information Exchange, LLC and the Underwriter named at the end of this agreement.

1.0   Definitions

1.1   **Terms of Use.** The "TINIX Subscriber Terms of Use" for Settlement Agents found at:

http://www.TINIX.org/TermsofUse

1.2   **Mortgage Fraud Prevention Agreement.** This agreement.

1.3   **TINIX.** The Title Insurance National Information Exchange, LLC, an Illinois limited liability company.

1.4   **Underwriter.** Any company that issues or in whose name are issued title insurance policies.

1.5   **Subscribing Underwriter.** The Underwriter accepting this agreement.

1.6   **Settlement Services.** Any service provided in connection with a real estate settlement including, but not limited to title searches, title examinations, the provision of title certificates, preparation of title commitments, issuance of title insurance policies in the name of an Underwriter, services rendered by an attorney, the preparation of documents, closing or settlement, and the provision of any other services for which a settlement service provider requires a borrower or seller to pay.

1.7   **Title Agent.** An entity or person authorized by an Underwriter to conduct Settlement Services.

1.8   **Settlement Agent.** The Title Agent, Closing Division, or Lender registering with the TINIX website that provides real estate settlement services.

1.9   **Closing Division.** A division, subsidiary, department, or other unit of an Underwriter authorized by the Underwriter to conduct Settlement Services.

1.10   **Lender.** Any lender, mortgagor, or other party entering into a real estate transaction without obtaining title insurance and conducting its own Settlement Services.

1.11　**Subscriber.** A Settlement Agent using the TINIX Website pursuant to the "Terms of Use" as in effect at the time the Subscriber uses the TINIX Website.

1.12　**Subscribing.** The act of agreeing to participate in the TINIX.org website under the terms of the "Terms of Use" as in effect at the time that you use the TINIX Website.

1.13　**Subscription.** The Subscriber's agreement to participate in the TINIX.org website under the terms of the "Terms of Use" as in effect at the time the you use the TINIX Website.

1.14　**Title Order.** A pending transaction involving Settlement Services. A Title Order includes a loan transaction secured by real estate even if no title insurance is involved.

1.15　**Registration of a Title Order or Registering a Title Order.** The act of submitting information to TINIX through the TINIX.org website relative to a specific Title Order.

1.16　**Subscriber Account Administrator.** The individual(s) authorized by a Subscriber to administer the Subscriber's account including agreeing to this "Terms of Use" and any amendment to it, adding and removing Authorized Users, managing the Subscriber's usernames and passwords, adding and deleting contact information, and discussing and resolving any billing or other issues with TINIX.

1.17　**Authorized User.** Any individual authorized by a Subscriber to Register Title Orders and receive confirmations and Match Notifications.

1.18　**Registration Fee.** The fee charged by TINIX for Registering a Title Order.

1.19　**Real Estate.** A parcel of real estate that is the subject of a Title Order.

1.20　**PIN.** The parcel identification number, tax identification number, or other such number used by the local taxing authority for a given parcel of Real Estate to identify that parcel of Real Estate.

1.21　**Mortgage Fraud.** Any scheme or plan to defraud a Lender, Underwriter, or purchaser of Property.

1.22　**Match.** An instance where TINIX identifies the possibility that there are two or more simultaneously pending Title Orders on a Property.

1.23　**Match Notification.** Notification of a Match sent by TINIX to the Settlement Agent and, if requested by the Underwriter, to the Underwriter.

1.24　**RESPA.** The Real Estate Settlement Procedures Act, 12 U.S.C.A. § 27 (West 2005).

1.25 **Regulation X.** Regulation X of the Real Estate Settlement Procedures Act, 12 U.S.C.A. § 3500 (West 2005).

1.26 **Good Faith Estimate**. An estimate, prepared in accordance with section 5 of RESPA, of charges that a borrower is likely to incur in connection with a settlement.

1.27 **Effective Date.** The date on which the Subscribing Underwriter agrees to the provisions of the "Terms of Use" as indicated by its signature.

2.0 Mutual Acknowledgments

The parties acknowledge that:

2.1 Mortgage Fraud is a serious liability for Underwriters, Title Agents, Closing Divisions, Lenders, purchasers, and owners of Real Estate.

2.2 Multiple transactions pending on a single property at the same time is an indicator of potential Mortgage Fraud.

2.3 An online clearinghouse can identify multiple transactions pending on a parcel of Real Estate at the same time and other indicators of Mortgage Fraud thereby significantly reducing the incidence of Mortgage Fraud.

2.4 The exchange of information between Settlement Agents regarding pending Title Orders is a manner in which the title insurance and mortgage lending industries can identify potential Mortgage Fraud before settlement of Real Estate transactions.

2.5 TINIX has been established as an online clearinghouse for the exchange of such information with the goal of reducing Mortgage Fraud.

2.6 The Subscribing Underwriter acknowledges that TINIX is a clearinghouse designed to identify simultaneous activity on a given parcel of real estate, that the existence of a Match does not conclusively indicate an instance of Mortgage Fraud, and that it is the Settlement Agent's responsibility to further investigate all Matches by contacting the other Settlement Agents identified in the TINIX notification. By the Settlement Agent taking the appropriate follow-up steps, the use of TINIX will reduce Mortgage Fraud.

2.7 In order to assure the participation of Settlement Agents in the TINIX program, it is necessary that Underwriters require their Settlement Agents to do so.

2.8 RESPA and Regulation X govern the real estate settlement process.

2.9 Title examination, settlement, and the issuance of title insurance are all services covered by RESPA and Regulation X.

2.10   TINIX is an independently owned company with no "affiliated business arrangements" with any Title Underwriters, Settlement Agents, or Mortgage Lenders as defined by §2602(7) of RESPA.

2.11   TINIX requires all Settlement Agents to pay a Registration Fee for the service(s) it renders. Payment of this fee is governed by section §2607(c) of RESPA and section §3500.14(g) of Regulation X.

2.12   TINIX agrees the Settlement Agent may pass this Registration Fee through to the borrower or buyer or, if none, the proposed insured.

2.13   Section 2607(c) of RESPA states:

> Nothing in this section shall be construed as prohibiting…(2) the payment to any person of a bona fide salary or compensation or other payment for goods or facilities actually furnished or for services actually performed….

2.14   Where a Lender employs or requires its Settlement Agent to employ the service(s) of TINIX, §3500.7(e) of Regulation X mandates certain disclosures be made to the borrower. §3500.7(e) of Regulation X states:

> If the lender requires the use (see §3500.2, "required use") of a particular provider of a settlement service, other than the lender's own employees, and also requires the borrower to pay any portion of the cost of such service, then the good faith estimate must:
>
> (i) Clearly state that use of the particular provider is required and that the estimate is based on the charges of the designated provider;
>
> (ii) Give the name, address, and telephone number of each provider; and
>
> (iii) Describe the nature of any relationship between each such provider and the lender. Plain English references to the relationship should be utilized, e.g., "X is a depositor of the lender," "X is a borrower from the lender," "X has performed 60% of the lender's settlements in the past year." (The lender is not required to keep detailed records of the percentages of use. Similar language, such as "X was used [regularly] [frequently] in our settlements the past year" is also sufficient for the purposes of this paragraph.) In the event that more than one relationship exists, each should be disclosed.

2.15   In order for the parties to comply with both RESPA and Regulation X there can be no exchange of a "thing of value" as defined by ß 3500.14(d) of Regulation X. Therefore, the parties agree that this Agreement is one of Mutual Interest and no monetary consideration will be exchanged between the parties, except to the extent any Closing Division of the Client Underwriter registers title orders with TINIX.

3.0   Obligations of Subscribing Underwriter

3.1   The Subscribing Underwriter will require all its Settlement Agents (including its Closing Division) to do the following:

a.   Subscribe to the TINIX service through the TINIX.org website in accordance with the "TINIX Subscriber Terms of Use" as in effect at the time each Title Order is Registered.

b.   Register all new Title Orders with TINIX;

c.   Follow TINIX procedures for registering such orders;

d.   Monitor TINIX activity reports;

e.   Check the TINIX.org website for any last minute activity before disbursing at any closing or close of escrow.

f.   Investigate all Match Notifications that might indicate Mortgage Fraud.

g.   Obtain underwriter approval before proceeding with any closing where there might be Mortgage Fraud involved.

h.   Pay the TINIX fee for each Title Order in accordance with the standard TINIX subscriber account agreement.

3.2   Subscribing Underwriter will amend its Title Agent Handbook to include the language provided by TINIX in the form attached.

3.3   Subscribing Underwriter will mandate such registration with TINIX for a period of two years from the Effective Date of this agreement.

3.4   Subscribing Underwriter will promptly furnish TINIX with complete contact information for all its Title Agents (including its Closing Division) and will keep that list current so that TINIX may follow up with the Title Agents to assure their participation in and effective use of the TINIX.org website. This information can be emailed to TINIX at the following address:

TitleAgentInfo@TINIX.org

3.5   The Subscribing Underwriter will maintain an email address to which TINIX may send a copy of each Match notification.

3.6   The individual signing this Mortgage Fraud Prevention Agreement represents and warrants that he or she is fully authorized by the Subscribing Underwriter to do so and to bind the Subscribing Underwriter to the terms of this Mortgage Fraud Prevention Agreement.

3.7   The Subscribing Underwriter will cooperate with all Title Agents, Underwriters, Lenders, and law enforcement authorities in investigating suspected Mortgage Fraud.

3.8   The Subscribing Underwriter will suspend the agency of any Settlement Agent that fails to substantially fulfill its obligations under the "TINIX Subscriber Terms of Use," it being essential that all reputable Settlement Agents participate in the TINIX program to maximize the prevention of Mortgage Fraud.

3.9   The Subscribing Underwriter will fully and promptly respond to reasonable requests from TINIX for feedback and information regarding Matches or the status of Title Orders so as to enable TINIX to monitor the success of its program and develop additional tools to combat Mortgage Fraud.

4.0   Obligations of TINIX

4.1   TINIX will maintain an online information clearinghouse to collect information about pending Title Orders, analyze those Title Orders to identify Matches, and send email Match Notifications to the relevant Subscribers, Underwriters, Lenders, and where applicable, law enforcement and/or regulatory authorities.

4.2   TINIX will take all steps to implement and maintain the program called for in this Mortgage Fraud Prevention Agreement and the TINIX Subscriber Terms of Use and permit the Subscribing Underwriters and Settlement Agents to fulfill their obligations in the TINIX Subscriber Terms of Use and this Mortgage Fraud Prevention Agreement.

4.3   TINIX will attempt in good faith to develop, in cooperation with the companies that publish software for the title insurance and lending industries, an automated reporting system for Subscribers to reduce the time needed to Register Title Orders.

4.4   The period for which a Registration will be effective will be not less than six months, and searches for Matches will cover Registrations for a period of the previous two years or the activation of the TINIX web site, whichever is less. However, TINIX may adjust the period for which notifications are given if TINIX determines, based on experience, that a longer or shorter time will create the proper balance between identifying relevant Matches and avoiding excessive Matches that are not an indication of Mortgage Fraud, *e.g.,* a resale of Real Estate for legitimate reasons.

4.5   Each Match Notification will include the registered contact and title order information for all Subscribers whose Title Order is the subject of a Match.

4.6   TINIX will actively seek the participation of all known Settlement Agents, will provide information to educate and inform the Subscribers about the TINIX program, and will provide reasonable training and support.

4.7   TINIX will continue a program of research and development to expand and improve its program for the purpose of further reducing Mortgage Fraud.

4.8   TINIX may expand its program to find additional indicia of fraud. If so the Subscribing Underwriter agrees to require its Title Agents to provide the added information necessary for the success of the expanded program to the extent allowed by all applicable state and federal laws.

4.9   TINIX will provide to Subscribing Underwriter the recommended language called for above to be used in the Underwriter's Title Agent Handbook.

4.10   At the time the Subscriber initially Registers each Title Order, the Subscriber will pay to TINIX a Registration Fee of $30. TINIX may in its discretion increase or decrease this Registration Fee over time to reflect changes in the cost of doing business and any expanded services TINIX provides. For example, TINIX may at a future date expand its analysis of the Title Orders registered with TINIX to identify additional potential Mortgage Fraud.

4.11   All information submitted to TINIX is the property of TINIX. TINIX will take reasonable steps to prevent unauthorized disclosure of such information. The Subscribing Underwriter acknowledges that the Subscribing Underwriter has read the TINIX privacy policy and agrees to it. TINIX may amend its privacy policy from time to time and will advise Subscribing Underwriters by email of any such amendment.

4.12   In order to implement the TINIX program it will be necessary for TINIX to notify Title Agents and provide training and customer support. Because of the large number of Title Agents, it is not practical to implement the TINIX program on a national basis all at once. Therefore, TINIX will do so on an area-by-area basis focusing first on areas with a particularly high level of mortgage fraud.

5.0   Liability of TINIX

5.1   The TINIX program is intended to reduce, not eliminate Mortgage Fraud.

5.2   The effectiveness of the TINIX program is dependent on many factors including the accurate registration of Title Orders by Subscribers and investigation of suspicious transactions by Subscribers and Underwriters. TINIX is dependent on third party computer programming, third party servers, internet communications, and other technologies beyond its control to accomplish its mission. Failures may occur for any number of reasons including programming bugs, power outages, computer malfunctions, computer viruses, and interruptions of internet service. In addition, email notifications might not be received by a Subscriber or Underwriter due to a variety of reasons including spam filtering, problems with internet providers, and problems with the Subscriber's computers.

5.3   TINIX will take commercially reasonable steps to try and prevent the foregoing problems, including use of encryption, requesting a backup email address from

each user, having backups of its data, and ongoing development to address problems brought to the attention of TINIX.

5.4   TINIX is not providing reinsurance, and is not setting its fees at a level that would allow TINIX to provide reimbursement of losses.

5.5   Based on the foregoing, TINIX shall only be liable for any claim if:

a.   All Subscribers registering a Title Order on a given property provided accurate information, received and can produce an email confirmation of the order, and paid the fee for that order; and

b.   Based on the information provided by the Subscribers there was in fact a Match; and

c.   TINIX failed to send an email notification to the Subscriber making the claim (as shown on TINIX logs); and

d.   None of the conditions set forth in paragraph 5.2, nor any act of God contributed to such failure.

5.6   In the event a Subscriber sustains a loss for which TINIX is liable, the parties agree upon liquidated damages in the amount of $1,000 for each such Subscriber.

5.7   TINIX may establish a claims handling procedure from time to time which will be posted on the TINIX.org web site and which will govern the settlement of claims without the need for litigation or arbitration.

6.0   Miscellaneous

6.1   The TINIX website contains functionality that allows it to accept digital certificates either issued from TINIX or from third parties. The Subscriber is solely responsible for deciding whether or not to rely upon such certificates, and the Subscriber uses such certificates at the Subscriber's sole risk. The Subscriber agrees (a) not to falsify or misuse any certificate (b) to use Digital Certificates for legal purposes only and in accordance with any applicable Certificate Policy, Certificate Practice Statement, or other Certificate Authority business practice disclosures, (c) that the Subscriber is solely responsible for preventing any unauthorized user from making use of their Subscriber's Digital Certificates, and (d) the Subscriber will revoke any certificate the Subscriber has reason to believe has been compromised. TINIX does not guarantee that there will be no hacking or intrusions into transmitted data. Further Certificate Policies and Certificate Practice Statements of TINIX, if any, may be found on the TNIX website.

6.2   The TINIX service is only available to Subscribers having computers and internet access.

6.3   In the event of any dispute arising out of this Terms of Use or the affairs of TINIX or the Subscriber, or for the collection of any past due balance, the parties

agree that any such dispute shall be resolved through arbitration in Chicago, Illinois by and under the rules of the American Arbitration Association or other established and recognized arbitration organization. Judgment on any award may be entered in any court of record. The prevailing party shall be entitled to recover reasonable legal fees, costs, and arbitration fees as part of such award and judgment. No litigation or arbitration may be brought to resolve claims governed by the TINIX claims handling procedures unless TINIX has failed to honor those procedures.

6.4   Notices to TINIX shall be directed to the address provided on the TINIX.org website from time to time under "Contact Us." Notices to the Subscriber shall be directed to the Subscriber at the address provided in the Subscriber's registration information from time to time. Notices may be given by certified US Mail, postage paid and properly addressed, by personal delivery, by overnight messenger service, by fax, or by email.

6.5   Each party shall execute one original of this agreement resulting in as many as two separate signature pages, each with one or more signatures. Each document with its original or faxed or emailed or electronic signature page shall be kept by TINIX. A duplicate of this agreement with a photocopy of each signature page shall be deemed a duplicate original and shall have the same force and effect as the original.

6.6   Fax signatures, signatures transmitted by email, and electronic signatures shall be deemed the equivalent of original signatures.

6.7   This agreement will be automatically renewed for successive one-year periods unless notice of non-renewal is given no less than three months before any renewal date. Such notice shall be in writing and given by mail at the address for the party shown below or such future address as the party may provide for notices.

6.8   TINIX may terminate the subscription of any Settlement Agent for non-payment and in such instances will take steps to timely notify the Underwriter for which the Settlement Agent issues title policies of the Settlement Agent's inactive status.

6.9   TINIX may terminate its service on 30 days notice to all subscribers and Subscribing Underwriters.

6.10   This document represents the entire agreement of the parties.

In witness whereof the parties have signed this "Mortgage Fraud Prevention Agreement."

Subscribing Underwriter: _____

By: _____   Dated: _____
Title: _____

Address _____   Telephone _____
_____   Fax   _____
_____   Email   _____

Title Insurance National Information Exchange, LLC

By: _____   Dated: _____
    Julie L. Campbell or Michael D. Poulos
    Authorized Member

    1724 Sherman Avenue
    Evanston, Illinois 60201
    Telephone 847-492-9800
    Fax 847-492-9801
    Email Notices@TINIX.org

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END OF TINIX MORTGAGE FRAUD PREVENTION AGREEMENT
REVISED FEBRUARY 3, 2OO6

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MORTGAGE FRAUD PROTECTION POLICY

It is the policy of this title company to require all title agents to promptly register all new title orders with the Title Insurance National Information Exchange, LLC ("TINIX") and to otherwise fully participate in the TINIX program.

1.0   Subscription to TINIX

1.1   Upon receipt of notification from TINIX to do so, agent shall subscribe to the TINIX.org website. Information on how to set up and manage an account on the TINIX.org website is available at:

<p style="text-align:center">http://www.TINIX.org/AccountManager</p>

1.2   The agent shall fully participate in the TINIX.org program and carry out all its obligations under that program.

2.0   Registration of Title Orders with TINIX

2.1   Agent shall register all its title orders on the TINIX.org website by the second business day after receiving the tax parcel identification number in accordance with the procedures in effect for the website at the time the Subscriber Registers the Title Order. Information on how to use the TINIX.org website is available at:

<p style="text-align:center">http://www.TINIX.org/Instructions</p>

2.2   The instructions on the TINIX.org website supercede any conflicting information in this Mortgage Fraud Protection Policy.

2.3   Agent shall update its registrations and otherwise comply with the TINIX program.

2.4   Agent shall pay the required registration fee to TINIX for each title order registration.

3.0   Agent's Responsibilities Upon Receiving a Match Notification

3.1   If at anytime after the agent registers the title order with TINIX, agent receives a Match Notification as defined in the TINIX Subscriber Terms of Use or if agent receives other information from TINIX suggesting possible mortgage fraud or title insurance fraud, agent is to take the following course of action:

   a.   Print a copy of the notice and place in the property's file.

   b.   Review the notice to determine if the Match Notification definitely does not indicate possible mortgage fraud, *e.g.,* it discloses a bridge loan that the agent knows is a legitimate part of the transaction.

   c.   If the TINIX Match Notification cannot be determined as not indicating possible mortgage fraud, contact all underwriters, title agents, closing

divisions, and lenders listed in the TINIX Match Notification and obtain the following information:

    i.   Verification of the Property Identification Number and Common Address;

    ii.   The type of transaction(s) the other party(ies) was(were) conducting in relation to the subject property;

    iii.   The current status of the title transaction(s) conducted by the other party(ies);

    iv.   The names of the seller(s), prospective purchaser(s), and borrower(s) for the other title transaction(s);

    v.   The specific date(s) of the other title transaction(s); and

    vi.   Verification of whether the other title transaction(s) were consummated.

    vii.   Otherwise investigate the transaction to determine if mortgage fraud or any other activity that might result in a title insurance claim might be involved.

    d.   Otherwise investigate the transaction to determine if mortgage fraud or any other activity that might result in a title insurance claim might be involved.

3.2   If after such consultation and investigation it appears that multiple title transactions for the same property may be pending simultaneously or the most current title search on the property does not reflect the closing of the other title transactions, or the agent cannot definitely determine that no mortgage fraud or any other activity that might result in a title insurance claim might be involved, the agent is to notify the underwriter immediately, and obtain further instructions as to whether to go forward with the issuance of the title commitment/policy on the subject property. **UNDER NO CIRCUMSTANCES IS THE AGENT TO PROCEED WITH SETTLEMENT OF A REAL ESTATE TRANSACTION WHERE THE ABOVE SCENARIO IS PRESENT PRIOR TO NOTIFYING THE UNDERWRITER.**

4.0   Maintenance of Title Order Registration

4.1   If six months have passed since the initial registration of a title order with TINIX, and the real estate transaction on the property is still pending, the agent shall renew the registration with TINIX. In renewing the registration the agent shall:

    a.   Update all information previously provided to ensure the most current and accurate information is held in the database; and

b.   Pay the applicable renewal fee to TINIX.

5.0   TINIX Agreement

Agent agrees to immediately subscribe to the TINIX service, to accept the standard TINIX agreement as in effect from time to time, and to pay all TINIX fees.

6.0   Borrower Reimbursement

Agent may obtain reimbursement for the TINIX fee from the buyer or borrower or, if none, the seller.