

Dear Valued Agent,

Thank you for obtaining your Escrow Security Bond through Stewart Insurance and Risk Management. We are pleased to assist you in securing this important protection for your agency.

Enclosed is your current Escrow Security Bond. Please review it carefully. The insuring agreement provides a detailed description of the coverage terms, conditions, and exclusions.

If you have any questions regarding your coverage or if we can assist you with your E&O insurance or other bond needs, please let us know.

We also offer a variety of commercial and personal insurance products, vacant property and REO insurance, natural hazard disclosures, and home warranty protection. We have partnered with several highly rated insurance underwriters so you can be sure you will receive competitive pricing and quality coverage. Please visit our website www.stewart.com/stewart-insurance to learn more about the products and services we offer.

Stewart Insurance and Risk Management is here for you. Thank you for your business!

Best Regards,



Tom Carpentier
President
Stewart Insurance and Risk Management



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Stateside Underwriting Agency
265 Exchange Drive, Suite 101
Crystal Lake, IL 60014
USA

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.
 The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.
 Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

LLOYD'S

One Lime Street London EC3M 7HA

This Declaration Page is attached to and forms part of Certificate provisions (Form SLC-3 USA NMA 2868)

Previous No.
ESB 10339 - 04

Authority Ref. No.
B0621PFDO16216

Certificate No.
ESB 10339 - 05

1. Name and address of the Assured:
Sutherland Title Company

920 East Wood Oak Lane
Salt Lake City, UT 84117

The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah Insurance commissioner. This policy receives no protection from any of the guaranty associations created under Chapter 28, Title 31A.

2. Effective from 05/07/2017 to 05/07/2018
both days at 12:01 a.m. standard time.

3. Insurance is effective with certain **UNDERWRITERS AT LLOYD'S, LONDON**
Percentage: 100%

4	Amount	Coverage	Rate	Premium	other tax	\$ 0.00
	\$ 500,000	ESCROW SECURITY BOND		\$ 3,302	admin fee	\$ 0.00
					surplus lines tax	\$ 143.52
					stamp fee	\$ 5.07
					filing fee	\$ 75.00
					hurricane fund (FL only)	\$ 0.00
					Gross Total	\$ 3,525.59

5. Forms attached hereto and special conditions:
NMA 2918 08/10/2001, LMA 5090, NMA 1256, NMA 1477, LMA 5020, LMA 5021, BEJ&H DISCOVERY LIMITATION CLAUSE, NMA 358, LSW 1001, STEWART LPAY, SETTLEMENT 1, PCS1, SEC1, AGG1, SLC-3 (USA) NMA 2868 (24/08/2000), C500, H88

6. Service of Suit may be made upon:
David L. Koury, BATES CAREY LLP, 191 North Wacker Drive, Suite 2400, Chicago, IL 60606
Telephone: 312-762-3226, Facsimile: 312-762-3200, dkoury@batescarey.com

7. In the event of a claim, please notify the following:
David L. Koury, BATES CAREY LLP, 191 North Wacker Drive, Suite 2400, Chicago, IL 60606
Telephone: 312-762-3226, Facsimile: 312-762-3200, dkoury@batescarey.com

Dated 05/07/2017

By 
Correspondent

ESCROW SECURITY BOND

Bond No.
ESB 10339 - 05

COURT COSTS AND ATTORNEYS FEES REDUCE AND MAY EXHAUST THE COVERAGE LIMITS AND ARE SUBJECT TO THE DEDUCTIBLE. SUBSECTIONS (2), (3) AND (4) OF INSURING AGREEMENT (G) ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE BOND PERIOD.

DECLARATIONS

Item 1. Name of Insured (herein called Insured): Sutherland Title Company

Principal Address: 920 East Wood Oak Lane
Salt Lake City, UT 84117

Item 2. Bond Period: from 12:01 a.m. on 05/07/2017 and 12:01 a.m. on 05/07/2018
standard time at the Principal Address as to each of said dates.

IMPORTANT: UNLESS CANCELLED OR TERMINATED AT AN EARLIER DATE, THIS POLICY DEFINITELY EXPIRES ON THE DATE STATED ABOVE WITHOUT FURTHER NOTICE BY OR ON BEHALF OF THE UNDERWRITERS.

Item 3. Aggregate Limit of Liability and Deductible Amount

Subject to Sections 8 and 9 hereof, the Limit of Liability is \$ 500,000 in the aggregate (referred to in this bond hereinafter as the "Aggregate Limit of Liability") and Deductible Amount is \$ 15,000 each and every loss.

Item 4. Offices Covered--

The offices of the Insured covered under this Bond are:

- (a) all of its offices, established or to be established, which are located in the United States of America and Canada, and,
- (b) the office or offices of the Insured outside the United States of America or Canada and located as follows:

Item 5. The liability of the Underwriters is subject to the terms of the following riders attached hereto:

NMA 2918 08/10/2001, LMA 5090, NMA 1256, NMA 1477, LMA 5020, LMA 5021, BEJ&H DISCOVERY LIMITATION CLAUSE, NMA 358, LSW 1001, STEWART LPAY, SETTLEMENT 1, PCS1, SEC1, AGG1, SLC-3 (USA) NMA 2868 (24/08/2000), C500, H88

Item 6. The Insured by the acceptance of this Bond gives notice to the Underwriters terminating or canceling prior Bond(s) or policy(ies) No.(s) such termination or cancellation to be effective as of the time this Bond becomes effective.

Item 7. Retroactive Date: 05/07/2012

Item 8. Notice pursuant to Sections 5, 9(c), and 12(a):

Stateside Underwriting Agency
265 Exchange Drive, Suite 101
Crystal Lake, IL 60014
P: 815-759-6800

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COURT COSTS AND ATTORNEYS' FEES REDUCE AND MAY EXHAUST THE COVERAGE LIMITS AND ARE SUBJECT TO THE DEDUCTIBLE. THIS BOND DOES NOT PROVIDE A DUTY TO DEFEND CLAIMS MADE AGAINST THE INSURED.

The Underwriters, in consideration of an agreed premium, and in reliance upon all statements made and information furnished to the Underwriters by the Insured in applying for the coverage provided by this bond, and subject to the Declarations, Insuring Agreements, General Agreements, Conditions and Limitations and other terms hereof agree to indemnify the Insured for:

INSURING AGREEMENTS

FIDELITY

- (A) Direct financial loss resulting solely and directly from one or more dishonest or fraudulent acts by an Employee whether committed alone or in collusion with others, which acts are committed by the Employees with the manifest intent (1) to cause the Insured to sustain such loss, and (2) to obtain thereby an improper personal financial benefit for the Employee, and which acts in fact result in the Employee obtaining such benefit. Salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits shall not constitute improper personal financial benefit.

ON PREMISES

- (B) (1) Loss of Property resulting solely and directly from:
- (a) robbery, burglary, misplacement, mysterious unexplainable disappearance, and damage thereto or destruction thereof, or
 - (b) common-law or statutory larceny, committed by a person present in an office of the Insured covered under this bond

While the Property is lodged or deposited within

- (i) Any of the Insured's offices covered under this bond, or
- (ii) Offices of any financial institutions, or
- (iii) Any premises where the Insured leases safe deposit boxes

(2) Loss of or damage to:

(a) furnishings, fixtures, supplies or equipment within an office of the Insured covered under this bond resulting directly from larceny or theft in, or by burglary or robbery of such office or attempt thereat, or by vandalisms or malicious mischief, or

(b) such office resulting from larceny or theft in, or by burglary or robbery of such office or attempt thereat, or to the interior of such office by vandalisms or malicious mischief,

provided that

- (i) The Insured is the owner of such furnishings, fixtures, supplies, equipment, or office or is liable for such loss or damage, and
- (ii) The loss is not caused by fire.

OFFICES AND EQUIPMENT

- (1) Loss of, or damage to, furnishings, fixtures, stationery, supplies or equipment, within any of the Insured's offices covered under this bond caused by larceny or theft in, or by burglary, robbery or hold-up of such office, or attempt thereat, or by vandalism or malicious mischief, or (b) loss through damage to any such office by larceny or theft in, or by burglary, robbery or hold-up of such office or attempt thereat, or to the interior of any such office by vandalism

or malicious mischief provided, in any event, that the Insured is the owner of such offices, furnishings, fixtures, stationery, supplies or equipment or is liable for such loss or damage, always excepting, however, all loss or damages through fire.

IN TRANSIT

- (C) Loss of Property (occurring with or without negligence or violence) through robbery, common law or statutory larceny, theft, hold-up, misplacement, mysterious unexplainable disappearance, being lost or otherwise made away with, damage thereto or destruction thereof, while the Property is in transit anywhere in the custody of any person or persons acting as messenger, except while in the mail or with a carrier for hire, other than an armored motor vehicle company, for the purpose of transportation, such transit to begin immediately upon receipt of such Property by the transporting person or persons, and to end immediately upon delivery thereof at destination.

GENERAL AGREEMENTS

ADDITIONAL OFFICES OR EMPLOYEES - CONSOLIDATION OR MERGER

- A. No notice to the Underwriters of an increase during any premium period in the number of the Insured's offices located in the United States of America or Canada, or in the number of Employees at any of the offices covered under this bond, need be given and no additional premium need be paid for the remainder of such premium period unless such increase shall result from the Insured's consolidation or merger with, or purchase of assets of, another firm.

If the Insured shall give to the Underwriters notice that it desires covered under this bond any office located outside the United States of America and Canada, and not specified above, then, if the Underwriters shall give their written consent thereto, such office shall be covered under this bond on and after the date specified in such notice and an additional premium shall be paid.

WARRANTY

- B. No statement made by or on behalf of the Insured, whether contained in the application or otherwise, shall be deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

JOINT INSURED

(Not applicable where there is but one Insured)

- C. If more than one Insured is covered under this bond, the first named Insured shall act for itself and for each and all of the Insureds for all the purposes of this bond. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall constitute knowledge or discovery by all the Insureds for all purposes of this bond. If, prior to the termination or cancellation of this bond in its entirety, this bond is terminated or cancelled as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered before the expiration of one year from the time such termination or cancellation as to such Insured becomes effective. The liability of the Underwriters for loss or losses sustained by any or all of the Insureds shall not exceed the amount for which the Underwriters would be liable had all such loss or losses been sustained by anyone of the Insured. Payment by the Underwriters to the first named Insured of loss sustained by any Insured shall fully release the Underwriters on account of such loss. If the first named Insured ceases for any reason to be covered under this bond, then the Insured next named shall thereafter be considered as first named Insured for all the purposes of this bond

COURT COSTS AND ATTORNEYS' FEES

- D. (1) Collectible Loss

The Underwriter shall indemnify the Insured against court costs and reasonable attorneys' fees incurred and paid by the Insured in defending any suit or legal proceeding brought against the Insured to enforce the Insured's liability or alleged liability on account of any loss, claim or damage which, if established against the Insured, would constitute a collectible loss under this bond in excess of the applicable Deductible Amount. Such indemnity shall be a part of the Aggregate Limit of

Liability and the Sub-Limit for the applicable Insuring Agreement(s), and is subject to the applicable Deductible Amount.

However, if multiple causes of action are alleged in any such suit or legal proceeding some of which causes of action, if established against the Insured, would not constitute a collectible loss under the bond then the Insured shall bear for its own expense the legal fees, costs and expenses incurred in the defense of such alleged cause of action.

(2) Calculation of Costs and Fees

a) Aggregate Limit or Sub-Limit not reduced

The following formula is to be applied solely for the purpose of calculating how court costs and attorney's fees are to be pro-rated when the Aggregate Limit of Liability or Sub-Limit has not been reduced;

If the amount of the Insured's liability or alleged liability is greater than the amount recoverable under this bond, or if a Deductible Amount is applicable, or both, the liability of the Underwriter under this General Agreement D is limited to the proportion of court costs and attorneys' fees incurred and paid by the Insured or by the Underwriter that the amount recoverable under this bond bears to the total of such amount plus the amount which is not so recoverable.

b) Aggregate Limit of Sub-Limit reduced

The following formula is to be applied solely for the purpose of calculating how court costs and attorneys' fees are to be pro-rated when the Aggregate Limit of Liability or a Sub-Limit has been reduced in part;

If the amount of the Insured's liability or alleged liability is greater than the reduced amount recoverable under this bond at the time court costs and attorneys' fees are to be calculated, or if a Deductible Amount is applicable, or both, the liability of the Underwriter under this General Agreement D is limited to the proportion of court costs and attorneys' fees incurred and paid by the Insured or by the Underwriter that the reduced amount recoverable under this bond bears to the total of such amount plus the amount which is not so recoverable.

(3) Reimbursement of Excess Payment

If the Underwriter pays court costs and attorneys' fees in excess of its proportionate share of such costs and fees, the Insured shall promptly reimburse the Underwriter for such excess.

(4) Reduction of Aggregate Limit of Liability or Sub-Limit

Court costs and attorneys' fees indemnified to the Insured under this General Agreement C shall be a part of and not in addition to the Aggregate Limit of Liability or applicable Sub-Limit and payments made under this bond including payments of court costs and attorneys' fees shall reduce the amount of the Aggregate Limit of Liability or Sub-Limit shown in Item 3 of the Declarations.

(5) Notice of Legal Proceedings

The Insured shall promptly give notice to the Underwriter of the institution of any such suit or legal proceeding referred to in paragraph (1) above and at the request of the Underwriter shall furnish it with copies of all pleadings and other paper therein.

(6) Election to Defend

It shall be the Insured's obligation, and not the underwriter's duty to defend any suit or legal proceeding brought against the Insured.

At the Underwriter's election, the Insured shall permit the Underwriter to conduct the defense of such suit or legal proceeding, in the Insured's name, through attorneys of the Underwriter's selection.

In such event, the Insured shall give all reasonable information and assistance which the Underwriter shall deem necessary to the defense of such suit or legal proceeding.

(7) Payment of Court Costs and Attorneys' Fees

The Underwriter shall not be liable to indemnify the Insured for court costs and attorneys' fees until after final judgment or settlement of any suit or legal proceeding.

E. NON-STATUTORY BOND

It is expressly understood and agreed that this Policy is not issued pursuant to, nor shall it be construed as providing coverage in conformity with, any statutory requirements for Bonding or Fidelity coverages.

This Policy is not a Statutory Bond and shall not be read in conjunction with any statutory requirements. It is solely the Insured's responsibility:

- (1) to determine whether the terms, conditions and other provisions contained in the Policy meet
 - (a) any statutory obligation which may be required of the Insured to maintain Bonding or Fidelity coverages; and
 - (b) the requirements of any other party having an interest or requiring that Bonding or Fidelity coverages be maintained whether as to amount or otherwise;
- (2) to obtain from other insurers any additional or alternative coverages required of the Insured by virtue of any such obligations or requirements.

Additional or alternative coverages may be available by endorsement to this Policy subject to Underwriters' prior approval and consent, and subject to the payment of any additional premium that Underwriters may require.

THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENTS ARE SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS

DEFINITIONS

Section 1. The following terms, as used in this bond, shall have the respective meanings stated in this Section:

- (a) "Employee" means one or more of the Insured's officers, clerks and other employees while employed in, at or by any of the Insured's offices while covered under this bond.
Each natural person, partnership or corporation authorized by written agreement with the Insured to perform services as electronic data processor of checks or other accounting records of the Insured, herein called Processor, shall, while performing such services, be deemed to be an Employee as defined in the preceding paragraph. Each such Processor and the partners, officers and employees of such Processor shall, collectively, be deemed to be one Employee for all the purposes of this bond; excepting however, Section I2(d).
- (b) "Property" means money (i.e., currency, coin, bank notes, Federal Reserve notes), postage and revenue stamps, U.S. Savings Stamps, bonds, securities, evidences of debts, debentures, scrip, certificates, interim receipts, coupons, drafts, bills of

exchange, acceptances, notes, checks, withdrawal orders, money orders, warehouse receipts, bills of lading, conditional sales contracts, abstracts of title, insurance policies, deeds, mortgages upon real estate and/or chattels and upon interests therein, and assignments of such policies, mortgages and instruments, and other valuable papers, including books of account and other records used by the Insured in the conduct of its business, and all other instruments similar to or in the nature of the foregoing (but excluding all data processing records) in which the Insured has an interest or which are held by the Insured for any purpose or in any capacity and whether so held gratuitously or not and whether or not the Insured is liable therefor.

- (c) "Trading" means trading or other dealings whether actual or fictitious in securities, commodities, futures, options, foreign or federal funds, currencies, foreign exchange and the like but shall be deemed not to include the purchase and sale of mortgages to or for an Investor or another mortgage banker nor the sale or purchase of mortgage backed securities.

EXCLUSIONS

Section 2. THIS BOND DOES NOT COVER:

- (a) loss effected directly or indirectly by means of forgery or alteration of, on or in any instrument, except when covered by Insuring Agreement (A)
- (b) loss due to riot or civil commotion outside the United States of America and Canada; or loss due to military, naval or usurped power, war or insurrection unless such loss occurs in transit in the circumstances recited in Insuring Agreement (C), and unless, when such transit was initiated, there was no knowledge of such riot, civil commotion, military, naval or usurped power, war or insurrection on the part of any person acting for the Insured in initiating such transit.
- (c) loss, in time of peace or war, directly or indirectly caused by or resulting from the effects of nuclear fission or fusion or radioactivity; provided, however, that this paragraph shall not apply to loss resulting from industrial uses of nuclear energy.
- (d) loss resulting from any act or acts of any person who is a member of the Board of Directors of the Insured or a member of any equivalent body by whatsoever name known unless such person is also an Employee or an elected official of the Insured in some other capacity.
- (e) loss resulting from the complete or partial non-payment of, or default upon,
- (1) any loan or transaction in the nature of, or amounting to, a loan made by or obtained from the Insured, or
- (2) any note, account, agreement or other evidence of debt assigned or sold to, or discounted or otherwise acquired by, the Insured
- whether procured in good faith or through trick, artifice, fraud or false pretenses unless such loss is covered under Insuring Agreement (A)
- (f) loss of Property while in the custody of any armored motor vehicle company, unless such loss shall be in excess of the amount recovered or received by the Insured under (a) the Insured's contract with said armored motor vehicle company, (b) insurance carried by said armored motor vehicle company for the benefit of users of its service, and (c) all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armored motor vehicle company's service, and then this bond shall cover only such excess.
- (g) loss resulting from Trading, with or without the knowledge of the Insured, in the name of the Insured or otherwise, whether or not represented by any indebtedness or balance shown to be due the Insured on any customer's account, actual or

fictitious, and notwithstanding any act or omission on the part of any Employee in connection with any account relating to such trading, indebtedness, or balance.

- (h) any person, who is a partner, officer or employee of any Processor covered under this bond, from and after the time that the Insured or any partner or officer thereof not in collusion with such person shall have knowledge or information that such person has committed any fraudulent or dishonest act in the service of the Insured or otherwise, whether such act be committed before or after the time this bond is effective.
- (i) loss, or that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation.
- (j) for loss or damage resulting directly or indirectly from Subterranean Fire, Earthquake, Volcanic Eruption or such like disturbance of nature in the United States of America or elsewhere.
- (k) for loss resulting from any act or acts of an Employee, except when covered under the Insuring Agreement (A) and The Theft of Settlement Funds or Premiums Endorsement.

DISCOVERY

Section 3. This bond applies to loss sustained by the Insured after the Retroactive Date set forth in Item 7 of the Declarations and prior to the expiration of this bond, subject, however, to Section 10, and discovered by the Insured not more than 90 days after the termination or cancellation of this bond as an entirety as provided by Section 12. Discovery occurs when the Insured first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered by this bond has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when the Insured receives notice of an actual or potential claim in which it is alleged that the Insured is liable to a third party under circumstances which, if true, would constitute a loss under this bond.

ASSIGNMENT OF RIGHTS

Section 4. This bond does not afford coverage in favor of any Processor, as aforesaid, and upon payment to the Insured by the Underwriters on account of any loss through fraudulent or dishonest acts committed by any of the partners, officers or employees of such Processor, whether acting alone or in collusion with others, an assignment of such of the Insured's rights and causes of action as it may have against such Processor by reason of such acts so committed shall, to the extent of such payment, be given by the Insured to the Underwriters, and the Insured shall execute all papers necessary to secure to the Underwriters the rights herein provided for.

LOSS - NOTICE - PROOF - LEGAL PROCEEDINGS

Section 5. This bond is for the use and benefit only of the Insured named in the Declarations and the Underwriters shall not be liable hereunder for loss sustained by anyone other than the Insured unless the Insured, in its sole discretion and at its option, shall include such loss in the Insured's proof of loss. At the earliest practicable moment after discovery of any loss hereunder, the Insured shall give the Underwriters written notice thereof and shall also within six months after such discovery furnish to the Underwriters affirmative proof of loss with full particulars. If claim is made under this bond for loss of securities, the Underwriters shall not be liable unless each of such securities is identified in such proof of loss by certificate or bond number. Legal proceedings for recovery of any loss hereunder shall not be brought prior to the expiration or sixty days after such proof of loss is filed with the Underwriters nor after the expiration of twenty-four months from the discovery of such loss, except that any action or

proceeding to recover hereunder on account of any judgment against the Insured in any suit mentioned in General Agreement D or to recover attorneys' fees paid in any such suit, shall be begun within twenty-four months from the date upon which the judgment in such suit shall become final. If any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

VALUATION

SECURITIES

Section 6. The Underwriter shall settle in kind its liability under this bond on account of a loss of any Securities or shall pay to the Insured the cost of replacing such Securities, determined by the market value thereof at the time of such settlement. [n case of a loss of subscription, conversion or redemption privileges through the misplacement or loss of Securities, the amount of such loss shall be the value of such privileges immediately preceding the expiration thereof. If such Securities cannot be replaced or have no quoted market value, or if such privileges have no quoted market value, their value shall be determined by agreement or arbitration.

If the bond is subject to a Deductible Amount and/or the Aggregate Limit of Liability or the Sub-Limit remaining for the payment of any loss or losses is not sufficient in amount to indemnify the Insured in full for the loss of Securities or which claim is made hereunder, the liability of the Underwriter under this bond is limited to the payment for, or the duplication of, so much of such Securities as has a value equal to the amount collectible under the applicable Insuring Agreement of this bond.

LOSS OF SECURITIES

If the applicable coverage of this bond is not sufficient in amount to indemnify the Insured in full for the loss of securities for which claim is made hereunder, the liability of the Underwriters under this bond is limited to the payment for, or the duplication of, so much of such securities as has a value equal to the amount of such applicable coverage and in such event, the Insured shall assign to the Underwriters all its rights, title and interest in and to those securities for which such payment or duplication is made by the Underwriter.

BOOKS OF ACCOUNT AND OTHER RECORDS

In case of loss of, or damage to, Property consisting of books of account or other records used by the Insured in the conduct of its business, the Underwriters shall be liable under this bond only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labor for the actual transcription or copying of data which shall have been furnished by the Insured in order to reproduce such books and other records.

PROPERTY OTHER THAN SECURITIES OR RECORDS

In case of loss of, or damage to, any Property other than securities, books of account or other records as aforesaid or damage to the Insured's offices covered under this bond, or loss of, or damage to, the furnishing, fixtures, stationery, supplies and equipment therein, the Underwriters shall not be liable for more than the actual cash value of such Property, or of such furnishings, fixtures, stationery, supplies and equipment or for more than the actual cost of repairing such Property or offices, furnishings, fixtures, stationery, supplies and equipment, or of replacing same with property or material of like quality and value. The Underwriters may, at their election, pay such actual cash value, or make such repairs or replacements. If the Underwriters and the Insured cannot agree upon such cash value or such cost of repairs or replacements, such cash value or such cost shall be determined by arbitration.

COMPUTATION OF LOSS

In determining the amount collectible under this bond for any loss, all money received from any source whatsoever subsequent to the first act, error or accidental omission or circumstance causing or contributing to a loss hereunder, including payments and receipts of principal, interest, dividends, commissions and the like whenever received shall be deducted from the amount actually paid out, advanced, withdrawn, taken or otherwise lost. The value of all property received from any source whatsoever and whenever received shall likewise be deducted from the Insured's claimed loss.

Additionally, the premiums which should have been paid for any insurance which the Insured failed to provide are to be deducted from the amount of the loss. In determining the amount of any loss the Insured shall be required at its own expense to foreclose on any mortgage or lien against any property in question.

SALVAGE

Section 7. If the Insured shall sustain any loss covered by this bond which exceeds the amount of coverage provided by this bond plus the Deductible Amount, if any, applicable to such loss, the Insured shall be entitled to all recoveries made after payment by the Underwriters of loss covered by this bond, except recoveries on account of loss of securities as set forth in the second paragraph of Section 6 or recoveries from suretyship, insurance, reinsurance, security and indemnity taken by or for the benefit of the Underwriters, by whomsoever made, less the actual cost of effecting such recoveries, until reimbursed for such excess loss; and any remainder, or, if there be no such excess loss, any such recoveries shall be applied first in reimbursement of the Underwriters and thereafter in reimbursement of the Insured for that part of such loss within such Deductible Amount. The Insured shall execute all necessary papers to secure to the Underwriters the rights herein provided for.

AGGREGATE LIMIT OF LIABILITY /NON-ACCUMULATION OF LIABILITY

Section 8. The total liability of the Underwriters for all losses, including court costs and attorney's fees, is limited to the Aggregate Limit of Liability shown in Item 3 of the Declarations of this bond or amendments thereto. The Sub-Limit of any Insuring Agreement(s) is part of and not in addition to the Aggregate Limit of Liability and the total liability of the Underwriter for all losses, including court costs and attorney's fees; concerning any such Insuring Agreement(s) is limited to the amount of the Sub-Limit, irrespective of the total amount of such loss or losses.

The Aggregate Limit of Liability shall be reduced by the amount of any payment made under this bond. Upon exhaustion of the Aggregate Limit of Liability, the Underwriter shall have no further liability:

- (a) to indemnify the Insured under any Insuring Agreement(s) of this bond for any loss or losses; and/or
- (b) to indemnify the Insured under General Agreement D of this bond for any court costs and attorney's fees; and/or
- (c) to continue the defense of the Insured under General Agreement D of this bond, in the event of the Underwriter's election to conduct the defense of any suit of legal proceedings. Upon notice by the Underwriter to the Insured that the Aggregate Limit of Liability has been exhausted, the Insured shall assume all responsibility for its defense as its own cost.

In addition to the Aggregate Limit of Liability being reduced, the Sub-Limit of any applicable Insuring Agreement(s) stated in Item 3 of the Declarations shall be reduced by the amount of any payment made in connection with said Insuring Agreement(s).

Upon exhaustion of the Sub-Limit applicable to said Insuring Agreement(s) by such payments, the Underwriters shall have no further liability:

- (a) to indemnify the Insured under said Insuring Agreement(s) of this bond for any loss or losses; and/or
- (b) to indemnify the Insured under General Agreement D of this bond for any court

costs and attorneys' fees incurred in connection with said loss or losses; and/or (c) to continue the defense of the Insured under General Agreement D of this bond, in the event of the Underwriter's election to conduct the defense of any suit or legal proceeding in connection with said loss or losses. Upon notice by the Underwriter to the Insured that the Sub-Limit has been exhausted, the Insured shall assume all responsibility for its defense at its own cost.

If, by reason of payments made under this bond, the Aggregate Limit of Liability is reduced to an amount less than the amount stated for any Sub-Limit in Item 3 of the Declarations of this bond, then the amount of any such Sub-Limit shall be accordingly reduced so that the total amount available under such Sub-Limit for any loss or losses, including court costs and attorneys' fees, does not exceed the reduced amount remaining available under the Aggregate Limit of Liability.

Neither the Aggregate Limit of Liability nor any Sub-Limit shall be reinstated in whole or in part by any recovery effected subsequent to any payment made under this bond.

Regardless of the number of years this bond shall continue in force or any subsequent renewals or replacements and the number of premiums which shall be payable or paid, the liability of the Underwriters shall not be cumulative in amounts from year to year or from period to period.

If a loss is covered under more than one Insuring Agreement, the maximum amount payable with respect to such loss shall not exceed the largest amount available under any one Insuring Agreement.

In the event that a loss of Property is settled by the Underwriter through the use of a lost instrument bond or indemnity agreement, such loss, to the extent that the Underwriter is not called upon to pay under said lost instrument bond or indemnity agreement or otherwise remains unpaid by the Underwriter, shall not reduce the Aggregate Limit of Liability or any applicable Sub-Limit remaining for the payment of any loss or losses. However, any payment by the Underwriter under such lost instrument bond or indemnity agreement shall be deemed to be a payment under this bond.

The exhaustion or reduction of the Aggregate Limit of Liability or any Sub-Limit shall not affect the Underwriter's obligations in connection with any loss instrument bond or indemnity agreement issued prior to the exhaustion or reduction of the Aggregate Limit of Liability or any applicable Sub-Limit.

DEDUCTIBLE AMOUNT

- Section 9.
- (a) The Underwriter shall be liable hereunder, subject to the Aggregate Limit of Liability or any Sub-Limit, only for the amount by which each and every loss including court costs and attorneys' fees exceeds the Deductible Amount for the Insuring Agreement applicable to such loss.
 - (b) If a loss is covered under more than one Insuring Agreement, the largest Deductible Amount of anyone Insuring Agreement shall be applicable to such loss.
 - (c) The Insured shall, in the time and in the manner prescribed in this bond, give the Underwriter notice of each and every loss of the kind covered by the terms of this bond, whether or not the Underwriter is liable therefore, and upon the request of the Underwriter shall file with it a brief statement giving the particulars concerning such loss.

LOSS UNDER PRIOR BOND OR POLICY

Section 10. With respect to any loss covered under this bond which is recoverable or recovered in whole or in part under any other bonds or policies issued by the Underwriters to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period of discovery has not expired at the time any such loss there under is discovered, the total liability of the Underwriters under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried hereunder on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss if the latter amount be the larger.

The Underwriters agree to indemnify the Insured under this bond with respect to any loss sustained by the Insured during the period of any prior bond or policy carried by the Insured or by any predecessor in interest of the Insured that the Insured or such predecessor could have recovered under such prior bond or policy except that the time within which to discover loss there under had expired, PROVIDED: (1) such loss would have been covered by this bond had it been in effect when the acts or events causing the loss were committed or occurred; (2) the indemnity afforded by this Section shall be part of, not in addition to, the amount of coverage applicable to such loss under this bond; and (3) recovery under this bond on account of such loss is limited to the lesser of the amount recoverable under either this bond as of its effective date or the prior bond or policy had it remained in effect.

OTHER INSURANCE OR INDEMNITY

Section 11. If the Insured carries or holds any other insurance or indemnity covering any loss covered by this bond, the Underwriters shall be liable hereunder only for that part of such loss which is in excess of the amount recoverable or recovered from such other insurance or indemnity. In no event shall the Underwriters be liable for more than the amount of the coverage of this bond applicable to such loss; subject, nevertheless, to Section 8 of this bond.

TERMINATION OR CANCELLATION

Section 12. (a) This bond shall be cancelled as an entirety (i) 60 days after the receipt by the insured of a written notice from the Underwriter of its desire to terminate or cancel this bond, or (ii) immediately upon the receipt by the Underwriter of a written request from the Insured to terminate or cancel this bond.

(b) This bond shall terminate as an entirety (i) immediately upon the taking over of the Insured by a receiver or other liquidator or by State or Federal officials, or ii) immediately upon the taking over of the Insured by another institution, or (iii) immediately upon exhaustion of the Aggregate Limit of Liability, or (iv) pursuant to item 2 of the Declarations page.

The Underwriter shall, on request, refund to the Insured the unearned premium, computed as follows:

- 1) cancellation as stated in (a)(i) - return premium computed at pro rata;
- 2) cancellation as stated in (a)(ii) - return premium computed at short rate;
- 3) termination as stated in (b)(i) or (ii) - return premium computed at short rate;
- 4) termination as stated in (b)(iii) or (iv) - premium is fully earned and no return of premium payable.

Where provision is made for a return premium computed at short rate, the premium for the period in force from the inception of this bond through to the effective date of cancellation or termination shall be as follows:

<u>Period in Force</u>	<u>Retained Premium</u>	<u>Return Premium</u>
Up to 30 days	30%	70%
31 to 90 days	45%	55%
91 to 180 days	60%	40%
181 to 273 days	75%	25%
274 days or more	pro-rata	pro-rata

(c) This bond shall be deemed cancelled as to any Employee or any partner, officer or

employee of any Processor 15 days after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel this bond as to such person.

- (d) This bond shall be deemed terminated as to any Employee or any partner, officer or employee of any Processor as soon as any Insured, or any partner, director or officer not in collusion with such person, shall learn of any dishonest or fraudulent act committed by such person at any time against the Insured or any other person or entity, without prejudice to the loss of any Property then in transit in the custody or such person.
- (e) Termination of the bond as to any Insured terminates liability for any loss sustained by such Insured that is discovered more than 90 days after the effective date of such termination.
- (f) Termination of the bond as the result of the exhaustion of the Aggregate Limit of Liability terminates liability for any loss regardless of when sustained or when discovered, for payment of any court costs and attorneys' fees and for the continued defense of the Insured.

In witness whereof, the Underwriters have caused this bond to be executed on the Declarations Page.

Section 13.

ASSIGNMENT - SUBROGATION - RECOVERY - COOPERATION

- (a) In the event of payment by the Underwriter under this Bond, the Insured and Title Underwriter shall deliver, if so requested by the Underwriter, an assignment of such of the Insured's/Title Underwriter's rights, title, and interest and causes of action as it has against any person or entity to the extent of the loss payment.
- (b) In the event of payment by the Underwriter under this Bond, the Underwriter shall be subrogated to all of the Insured's/Title Underwriter's rights of recovery therefor against any person or entity to the extent of such payment.
- (c) Recoveries, whether effected by the Underwriter or by the Insured/Title Underwriter, shall be applied net of the expense of such recovery first to the satisfaction of the Insured's/Title Underwriter's loss that would otherwise have been paid but for the fact that it is in excess of either the Single or Aggregate Limit of Liability, secondly, to the Underwriter as reimbursement of amounts paid in settlement of the Insured's/Title Underwriter's claim, and thirdly, to the Insured/Title Underwriter in satisfaction of any Deductible Amount. Recovery on account of loss of securities as set forth in the second paragraph of Section 6, or recovery from reinsurance and/or indemnity of the Underwriter, shall not be deemed a recovery as used herein.
- (d) Upon the Underwriter's request and at reasonable times and places designated by the Underwriter, the Insured/Title Underwriter shall:
 - (1) submit to examination by the Underwriter and subscribe to the same under oath;
 - (2) produce for the Underwriter's examination all pertinent records; and
 - (3) cooperate with the Underwriter in all matters pertaining to the loss.
- (e) The Insured/Title Underwriter shall execute all papers and render assistance to secure to the Underwriter the rights and causes of action provided for herein. The Insured/Title Underwriter shall do nothing after discovery of loss to prejudice such rights or causes of action.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused

by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (1.) war, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2.) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1.) and/or (2.) above.

If the Underwriters allege that by any reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918 08/10/2001

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED IN FORCE BUSINESS ENDORSEMENT

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

In consideration of an additional premium of USD 0, it is hereby noted and agreed with effect from 1 January 2015 that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

In the event that the Premium as shown above is not paid to the Underwriter(s) by the Payment Date specified in the accompanying Notice, then said Terrorism exclusion will be fully reinstated from 1 January 2015. The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA.

The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism". This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on Underwriter's liability for payments for terrorism losses.

LMA5217 (1/12/2015)

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed there from;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60
NMA1256

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY - DIRECT
(Approved by Lloyd's Underwriters' Non-Marine Association)**

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause - Liability - Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
N.M.A. 1477

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Bond. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon:

David L. Koury
BATES CAREY LLP
191 North Wacker Drive
Suite 2400
Chicago, IL 60606
Telephone: 312-762-3226
Facsimile: 312-762-3200
dkoury@batescarey.com

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

14/09/2005

Form approved by Lloyd's Market Association

LMA5020

APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

14/09/2005

LMA5021

Form approved by Lloyd's Market Association

B.E.J. & H. DISCOVERY LIMITATION CLAUSE (1)

In consideration of the premium charged for this Policy to which this Endorsement is attached, it is understood and agreed that said Policy shall be, and the same is hereby, amended as follows:

There shall be no liability in respect of any claim -

- (a) arising out of or in connection with any circumstances or occurrences which have been notified to the Insurer on any other policy of insurance effected prior to the inception of this policy;
- (b) arising out of or in connection with any circumstances or occurrences known to the Assured prior to the inception hereof, nor disclosed to Underwriters at Inception.

Discovery Limitation Clause -

to apply at the inception date of a policy rather than alterations or amendments during the policy period

CLAIM NOTIFICATION ENDORSEMENT (U.S.A.)

(Approved by Lloyd's Underwriters' Non-Marine Association)

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate advice thereof to the Underwriters through

Stateside Underwriting Agency, Inc.
265 Exchange Drive, Suite 101
Crystal Lake, IL 60014
P:815-759-6800

to assess the loss on behalf of Underwriters.

N.M.A 358

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001 (Insurance)

THEFT OF SETTLEMENT FUNDS OR PREMIUMS ENDORSEMENT

It is understood and agreed that this bond is amended by adding the following Insuring Agreement

Loss by reason of any claim first made against the Insured during the Bond Period by a Title Underwriter

- A. for financial loss sustained by said Title Underwriter as a result of liability under a Closing Protection Letter issued by the Title Underwriter, or title insurance commitment or title insurance policy issued by the Insured, which liability is the direct result of Theft by an Employee of the Insured, or by any partner, Sole Proprietor, Major Shareholder, Member or director of the Insured, whether committed alone or in collusion with others, of Settlement Funds transmitted to the Insured
1. which were deposited in the Insured's custodial account, provided such account is used solely to disburse Settlement Funds in connection with a real estate transaction, or
 2. which the lender or parties to a real estate transaction directed the Insured to deposit in connection with a real estate transaction, but which were not deposited in the Insured's depository account.
- B. for loss of Property paid to the Insured as premiums for the purpose of purchasing a title insurance commitment or title insurance policy, which loss is the direct result of Theft by an Employee of the Insured, or by any partner, Sole Proprietor, Major Shareholder, Member or director of the Insured, whether committed alone or in collusion with others, which Property
1. was deposited in the Insured's custodial account, provided such account was used for the sole purpose of paying premiums due the Title Underwriter, or
 2. was intended to be held by the Insured for the sole purpose of paying premiums due the Title Underwriter, but which was not deposited in the Insured's depository account.
For the purpose of this Endorsement only, Section 1 is amended to add the following Definitions:
 - (i) "Title Underwriter" means any company that is specifically named on a Title Underwriter Loss Payee Endorsement attached to this Bond.
 - (ii) "Settlement Funds" means the proceeds of a real estate transaction, including any loan funds, to be disbursed by the Insured on behalf of the lender or parties to the real estate transaction, in accordance with a real estate contract or loan commitment and transmitted to the Insured with written closing instructions.
 - (iii) "Theft" means the wrongful taking of money or Property with the intent to deprive.
 - (iv) "Sole Proprietor" means a natural person who directly or beneficially solely owns or owned the Insured.
 - (v) "Major Shareholder" means a natural person who has or had directly, indirectly or beneficially 25% or more of the outstanding voting shares of the Insured.
 - (vi) "Member" means owner of an LLC

For the purpose of this Endorsement only, Section 2 is amended to add the following to Exclusion (d): or except when covered by the Insuring Agreement set out in the Theft of Settlement Funds or Premiums Endorsement.

Special Conditions:

It is agreed that as a condition precedent to coverage under this Insuring Agreement that:

1. The Title Underwriter shall have maintained its customary quality control procedures with respect to the Insured as well any examination and/or audit procedures.

2. If a Title Underwriter makes a claim against the Insured during the Bond Period and the Insured fails to give written notice to Underwriters pursuant to this Bond, then the Title Underwriter is required to give written notice of such claim at the earliest practicable moment but in no event later than ninety (90) days following the date such claim was made against the Insured and the Title Underwriter shall furnish to the Underwriters proof of loss as provided in Section 5.
3. If the Insured gives written notice of such claim under this Insuring Agreement, whether before or after the Title Underwriter has given written notice of such claim, then the Title Underwriter's rights under this Insuring Agreement shall not accrue unless the Insured fails to pursue coverage under this Insuring Agreement.
4. Upon payment by the Underwriters to the Title Underwriter of loss recoverable under this Insuring Agreement, the Underwriters shall have no further liability to indemnify the Insured under any Insuring Agreement(s) of this Bond for any loss or losses arising from the Theft(s) that were the subject of the claim under this Insuring Agreement, and such payment shall reduce any Aggregate Limit of Indemnity remaining available to pay any further loss under this Bond.
5. The total liability of the Underwriters for all loss or losses is limited to the Aggregate Limit of Liability remaining available pursuant to Section 8 irrespective of the total amount of such loss or losses sustained by one or more Title Underwriter.
6. In the event of multiple claims under this Bond one or more of which affect the interest of a Title Underwriter and which claims are alleged to or appear to exceed the Aggregate Limit of Liability remaining available for the payment of loss under this Bond, then payment of any claim in the sole discretion of the Underwriters may be held in abeyance until the final determination of all such claims. Should the loss or losses recoverable under this Bond exceed the Aggregate Limit of Liability remaining available for the payment of such loss or losses, then the payment shall be pro rata up to said remaining Aggregate Limit of Liability to said Title Underwriter(s), or the Insured, according to their respective interest.

ALL OTHER TERMS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS, LIMITATIONS, CONDITIONS AND ENDORSEMENTS OF THE ATTACHED BOND REMAIN UNCHANGED.

SETTLEMENT 1

TITLE UNDERWRITER LOSS PAYEE RIDER

It is agreed that:

1. The Insured agrees that any payment in satisfaction of loss covered by the Insuring Clause set out in the Theft of Settlement Funds or Premiums Endorsement ("Endorsement") of said Bond shall be paid by an instrument issued and payable to Stewart Title Guarantee Company (STGC) as loss payee, and any such payment shall constitute payment to the Insured, subject to the following conditions and limitations:
 - a. Except as expressly set out in the Endorsement, the attached Bond is for the sole use and benefit of the named Insured. STGC shall not be considered as an Insured under the Bond, nor shall it otherwise have any rights or benefits or direct right of action under said Bond.
 - b. The total liability of the Underwriters for all loss or losses is limited to the Aggregate Limit of Liability and Aggregate Sub-Limits of Liability as set forth in the Declarations Page and remaining available in accordance with Section 8.
 - c. Nothing herein is intended to alter the terms, conditions and limitations of the Bond.
2. Even when insurance under the Theft of Settlement Funds or Premiums Endorsement shall be unavailable to the Insured because of the Insured's misrepresentation or non-disclosure in connection with the Application for, or the issuance of, this Bond, STGC interest herein shall not be adversely affected so long as STGC (1) did not participate or acquiesce in the Insured's misrepresentation or non-disclosure and (2) provided immediate notice to Underwriters after obtaining knowledge of the Insured's misrepresentation or non-disclosure."

"ALL OTHER TERMS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS, LIMITATIONS, CONDITIONS AND ENDORSEMENTS OF THE ATTACHED BOND REMAIN UNCHANGED."

Stewart LPAY

SMALL ADDITIONAL OR RETURN PREMIUMS CLAUSE (U.S.A.)

NOTWITHSTANDING anything to the contrary contained herein and in consideration of the premium for which this Insurance is written, it is understood and agreed that whenever an additional or return premium of \$2 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

NMA1168

It is understood and agreed that the following endorsement below replaces any other similar provision in this policy.

PREMIUM CANCELLATION SCHEDULE

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the **Assured** the Earned Premium shall be computed as follows:

SHORT RATE CANCELLATION TABLE

A. For insurances written for one year:

Days Insurance in Force	Percent of One Year Premium	Days Insurance in Force	Percent of One Year Premium
1 - 73	30	206 - 209	66
74 - 76	31	210 - 214 (7 months)	67
77 - 80	32	215 - 218	68
81 - 83	33	219 - 223	69
84 - 87	34	224 - 228	70
88 - 91 (3 months)	35	229 - 232	71
92 - 94	36	233 - 237	72
95 - 98	37	238 - 241	73
99 - 102	38	242 - 246 (8 months)	74
103 - 105	39	247 - 250	75
106 - 109	40	251 - 255	76
110 - 113	41	256 - 260	77
114 - 116	42	261 - 264	78
117 - 120	43	265 - 269	79
121 - 124 (4 months)	44	270 - 273 (9 months)	80
125 - 127	45	274 - 278	81
128 - 131	46	279 - 282	82
132 - 135	47	283 - 287	83
136 - 138	48	288 - 291	84
139 - 142	49	292 - 296	85
143 - 146	50	297 - 301	86
147 - 149	51	302 - 305 (10 months)	87
150 - 153 (5 months)	52	306 - 310	88
154 - 156	53	311 - 314	89
157 - 160	54	315 - 319	90
161 - 164	55	320 - 323	91
165 - 167	56	324 - 328	92
168 - 171	57	329 - 332	93
172 - 175	58	333 - 337 (11 months)	94
176 - 178	59	338 - 342	95
179 - 182 (6 months)	60	343 - 346	96
183 - 187	61	347 - 351	97
188 - 191	62	352 - 355	98
192 - 196	63	356 - 360	99
197 - 200	64	361 - 365 (12 months)	100
201 - 205	65		

B. For Insurances written for more or less than one year:

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:
 - (a) Determine full annual premium as for an insurance written for a term of one year.
 - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

Furthermore and notwithstanding the foregoing, Underwriters shall retain the total premium for this Certificate, such total premium to be deemed earned upon inception of the Certificate if any **Claim** or **Circumstance** is reported to Underwriters under this Certificate on or before such date of cancellation.

PCS 1

Aggregation Rider

If two or more bonds issued by any of the Underwriters subscribing hereto apply to the same loss or losses sustained by the Insured or any Title Underwriter, Underwriters subscribing to these bonds shall not be liable under this bond or any other bond issued by them for more than the Aggregate Limit of Liability of the bond issued by them which has the highest applicable Aggregate Limit of Liability. If the Limit of Liability is the same for all applicable bonds, only one limit will apply.

AGG1

SECURITY ENDORSEMENT

SECURITY:

100.0000% Underwriters at Lloyd's of London

Syndicate breakdown as follows:

30.00 %	VSM	5678
25.00 %	MKL	3000
30.00 %	CNP	4444
7.50 %	HDU	382
7.50 %	HAM	3334

100.0000% Total

Lloyd's Security 2016

SEC 1

COMPUTER SYSTEMS RIDER

It is understood and agreed that the attached bond is amended by adding an additional Insuring Agreement as follows:

“COMPUTER SYSTEMS”

Loss resulting solely and directly from a fraudulent

- (1) entry of data into, or
- (2) change of data elements or programs within

the Insured's proprietary Computer Systems; provided the fraudulent entry or change cause

- (a) Property to be transferred, paid or delivered,
- (b) an account of the Insured, or of its customer, to be added, deleted, debited or credited, or
- (c) an unauthorized account or a fictitious account to be debited or credited.

1. As used in this rider, Computer Systems means:

- (a) computers with related peripheral, components, including storage components, wherever located,
- (b) systems and applicant software
- (c) terminal devices, and
- (d) related communication networks

by which data are electronically collected, transmitted, processed, stored or retrieved.

2. In addition to the Exclusions in the attached bond, the following Exclusions are applicable solely to this Insuring Agreement:
 - (a) loss resulting directly or indirectly from the theft of confidential information, material or data; and
 - (b) loss resulting directly or indirectly from entries or changes made by an individual who is authorized to have access to a Computer System and who acts in good faith on instructions, unless such instructions are given to that individual by a software contractor (or by a partner, officer or employee thereof) authorized by the Insured to design, develop, prepare, supply service, write or implement programs for the Insured's Computer System.
 - (c) loss resulting directly or indirectly from any actual or alleged failure on the part of the Insured to comply with any escrow or closing instructions.
3. The coverage afforded by this rider applies only to loss discovered by the Insured during the period this rider is in force. The first sentence of Section 3 of the attached bond does not apply to this Insuring Agreement.
4. All loss or series of losses involving the fraudulent activity of one individual, or involving fraudulent activity in which one individual is implicated, whether or not that individual is specifically identified, shall be treated as a Single Loss. A series of losses involving unidentified individuals but arising from the same method of operation shall be deemed by the Underwriter to involve the same individual and shall be treated as a Single Loss.
5. Sub-Limits and Deductible:
 - a. The Single Loss Limit of Liability for this Insuring Agreement, is limited to the sum of \$500,000.
 - b. The Deductible Amount for each Single Loss covered by this Insuring Agreement is \$25,000
 - c. The Aggregate Limit of Liability for all losses under this Insuring Agreement is limited to the sum of \$500,000
 - d. The Single Loss Limit of Liability and Aggregate Limit of Liability stated above is part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 3. of the Declarations Page of the attached bond

6. Coverage under this rider shall terminate upon expiration, cancellation or other termination of the bond to which this rider is attached. Coverage under this rider may also be terminated or cancelled without cancelling the bond as an entirety

- (a) 60 days after receipt by the Insured of written notice from the Underwriter of its desire to terminate or cancel coverage under this rider, or
- (b) immediately upon receipt by the Underwriter of a written request from the Insured to cancel or otherwise terminate coverage under this rider.

ALL OTHER TERMS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS, LIMITATIONS, CONDITIONS AND ENDORSEMENTS OF THE ATTACHED BOND REMAIN UNCHANGED.

C500

FRAUDULENT INSTRUCTIONS RIDER

It is understood and agreed that the attached Bond is amended by adding an additional Insuring Agreement as follows:

"FRAUDULENT INSTRUCTIONS"

Loss resulting directly from an Employee transferring escrow funds from an account of the Insured or controlled by the Insured through use of escrow checks or wires to disburse said funds where the Employee acts:

- (1) in good faith; and
- (2) in reliance upon

fraudulent instructions received from a third-party purporting to be either another Employee or a legitimate party (or agent of a legitimate party) to a transaction involving the Insured and the transfer of escrow funds by the Insured.

For coverage under this Insuring Agreement to apply, the Insured or Employee must have, prior to transferring any escrow funds, verified the original and any subsequent change instructions for the disbursement of escrow funds in excess of \$5,000 by the Insured making an answered outbound telephone call to another Employee or a legitimate party and confirm the original and/or subsequent changed wire instructions or mailing address and:

- (1) the phone number used to call a legitimate party must be obtained from an independent third party, such as the internet; and
- (2) this conversation, the confirmation of the wire instructions or mailing address, and the method used to obtain the phone number must be documented in the Insured's records for each transaction.

1. The coverage afforded by this Rider only applies to loss discovered by the Insured during the period this Rider is in force. The first sentence of Section 3 of the attached Bond does not apply to the Insuring Agreement set forth in this Rider.
2. All loss or series of losses involving the fraudulent activity of one individual, or involving fraudulent activity in which one individual is implicated, whether or not that individual is specifically identified, shall be treated as a Single Loss. A series of losses involving unidentified individuals but arising from the same method of operation shall be deemed by Underwriters to involve the same individual and shall be treated as a Single Loss.
3. Sub-Limits and Deductible:
 - (a) The Single Loss Limit of Liability for coverage provided under the Insuring Agreement set forth in this Rider is limited to the sum of \$250,000,
 - (b) The Deductible Amount for each Single Loss covered by the Insuring Agreement set forth in this Rider is \$10,000,
 - (c) The Aggregate Limit of Liability for all losses under the Insuring Agreement set forth in this Rider is limited to the sum of \$250,000,
 - (d) The Single Loss Limit of Liability and Aggregate Limit of Liability stated above is part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 3. of the Declarations Page of the attached Bond.
4. Coverage under the Insuring Agreement set forth in this Rider shall terminate upon expiration, cancellation or other termination of the Bond to which this Rider is attached. Coverage under this Insuring Agreement may also be terminated or cancelled without cancelling the Bond as an entirety:

- (a) 60 days after receipt by the Insured of written notice from the Underwriter of its desire to terminate or cancel coverage under this Rider, or
- (b) immediately upon receipt by the Underwriter of a written request from the Insured to cancel or otherwise terminate coverage under this Rider.

ALL OTHER TERMS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS, LIMITATIONS, CONDITIONS AND ENDORSEMENTS OF THE ATTACHED BOND REMAIN UNCHANGED.

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