



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL**

DATE:	May 1, 2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Real Estate Title & Closing Services
CONTRACT NUMBER:	2629A
COMMODITY CODE:	946.46
CONTRACT PERIOD:	May 1, 2025 through April 30, 2026
RENEWAL OPTIONS:	Three one-year renewals through 2029
USER DEPARTMENT:	Real Property
Contact Name:	Curtis Anthony
Phone Number:	804-501-5078
Email Address:	Ant039@henrico.gov
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Stewart Land Title Services, LLC
Address:	9200 Stony Point Parkway Suite 135
City, State:	Richmond, VA 23235
Contact Name:	Timothy L. Akers
Phone Number:	804-648-7600
Email address:	takers@stewart.com
ORACLE SUPPLIER NUMBER:	30567
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	N/A
FOB:	N/A
BUYER: Name:	Eileen M. Falcone, CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.



COMMONWEALTH OF VIRGINIA

County of Henrico

Non-Professional Services Contract

Contract No. 2629A

This Non-Professional Contract (this "Contract") entered into this 1 day of May 2024, by Stewart Land Title Services, LLC (the "Contractor") and the County of Henrico, Virginia (the "County")

WHEREAS the County has awarded the Contractor this Contract pursuant to Request for Proposals No. 24-2629-1EMF, as modified by Addendum 1 dated February 1, 2024 (the "Request for Proposals"), for Real Estate Title and Closing Services.

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the County as set forth in the Contract Documents.

COMPENSATION: The compensation the County will pay to the Contractor under this Contract shall be in accordance with **Attachment A**.

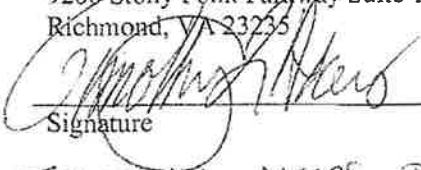
CONTRACT TERM: The Contract term shall be for a period of one (1) year beginning from date of contract execution. Pricing shall remain the same for the initial contract term. The County may renew the Contract for up to four (4) one-year terms giving 30 days' written notice before the end of the term unless Contractor has given the County written notice that it does not wish to renew at least 120 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between the County and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals.
3. The Negotiated Modifications (Exhibit A).
4. Contractor's Best and Final Offer dated March 6, 2024 (Exhibit B)
5. Contractor's Original Proposal dated January 19, 2024 (Exhibit C).
6. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

Stewart Land and Title Services, LLC
9200 Stony Point Parkway Suite 135
Richmond, VA 23235


Signature

TIMOTHY L. AKERS - DIVISION
Printed Name and Title PRESIDENT

APRIL 25, 2024
Date

County of Henrico, Virginia
P.O. Box 90775
Henrico, VA 23273-0775


Signature

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

5/1/24
Date

APPROVED AS TO FORM


Sara M. Marshall
Asst. COUNTY ATTORNEY 4/29/2024

EXHIBIT A
NEGOTIATED MODIFICATIONS TO AGREEMENT DOCUMENTS FOR
CONTRACT NO. 2629A

These Negotiated Modifications are hereby incorporated into Contract No. 2629A (the "Contract") for Real Estate Title and Closing Services as of the effective date of the Contract.

WHEREAS, the County and Contractor desire to agree in writing to modify the final terms and conditions of the Contract.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth in the Contract, the parties agree that the Contract Documents are modified as follows as of the date of the Contract:

1. RFP, Sec.V, General Contract Terms and Conditions, Item N – Indemnification
Stewart does not agree to Requirement N of the RFP. Stewart maintains Errors & Omissions Policies, Fidelity and Surety Bonds, Insurance for our workplace and offices, and believes that there is no need to provide further protection or indemnification to the County of Henrico, Virginia, as related to the RFP for title and settlement services.
2. RFP, Sec.V, General Contract Terms and Conditions, Item DD.2 – Contract Period, shall be revised to read:
2.The contract may be renewed for four (4) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director except for the "Title Insurance Premiums" which are subject to "Stewart Title Guaranty Company Published and Filed Rates".



EXHIBIT B

COMMONWEALTH OF VIRGINIA
County of Henrico

DEPARTMENT OF FINANCE
Purchasing Division

March 6, 2024

Mr. Timothy L. Akers
Stewart Land and Title Services LLC
9020 Stony Point Parkway Suite 135
Richmond, VA 23235
takers@stewart.com

RE: RFP 24-2629-1EMF – Real Estate Title and Closing Services

Dear Mr. Akers:

This letter is to inform you that your firm has been selected to enter into negotiations for the above referenced solicitation.

To begin this process, please submit the following items:

1. Responses to attached questions for clarification.
2. Pricing – Provide pricing on Attachment A. Scenario pricing must be itemized.

Please provide the above items by 5:00 p.m. on March 11, 2024. A response via email attachment is sufficient.

If you have any questions, please contact me at 804-501-5637 or fal51@henrico.us.

Sincerely,

Eileen M. Falcone

Eileen M. Falcone, CPPB
Assistant Division Director

RFP 24-2629-1EMF

Real Estate Title and Closing Services
Offeror: Stewart Land and Title Services LLC

1. Provide the names and locations of the day-to-day people that would be assigned to this contract if your firm was awarded.

Kathryn (Kathy) Rice
Senior Title Officer
Stewart Land Title Services, LLC
9020 Stony Point Parkway
Suite 135
Richmond, VA 23235
(804) 648-7600
kathy.rice@stewart.com

Mary Bryant
Senior Title Officer
Stewart Land Title Services, LLC
9020 Stony Point Parkway
Suite 135
Richmond, VA 23235
(804) 648-7600
mbryant@stewart.com

Karen Mason
Commercial & Residential Escrow Officer
Stewart Land Title Services, LLC
9020 Stony Point Parkway
Suite 135
Richmond, VA 23235
(804) 648-7600
karen.mason@stewart.com

Tim Akers
Division President/Underwriter
Stewart Land Title Services, LLC
9020 Stony Point Parkway
Suite 135
Richmond, VA 23235
(804) 648-7600
tim.akers@stewart.com

Ken Dickinson
Associate Sr. Underwriting Counsel
Stewart Title
9020 Stony Point Parkway
Suite 135
Richmond, VA 23235
(804) 648-7600
kdickins@stewart.com
<https://www.stewart.com/en/markets/central-virginia/offices/richmond>

2. For the best and final pricing for the Scenarios be sure to provide an itemized list of the charges taken from the Pricing page. Do not remove lines from the BAFO pricing schedule. If there is no charge then enter \$0.00. (See Attachment A)

ATTACHMENT A – BAFO PRICING SCHEDULE
Offeror: Stewart Land and Title Services

OFFEROR LEGAL ENTITY NAME:	
Cost Item Description	COST
SIXTY YEAR "STATUS OF TITLE REPORT" HISTORY \$75.00 / STATUS OF TITLE REPORT HISTORY (in conjunction with a title search/abstract of title)	
SEARCH FEE	\$195.00 per parcel/per title chain
If there is more than one title chain for a property, the Contractor may, at the County's sole discretion, invoice for more than one chain of title. However, any such request for compensation for multiple chains of title will require prior approval of the Director of Real Property.	
TITLE INSURANCE COMMITMENT FEE.	\$100.00/TITLE COMMITMENT
TITLE INSURANCE PREMIUM	\$Stewart Title Guaranty Company Published & Filed Rates
TITLE INSURANCE POLICY FEE	\$0.00 (No Separate Policy Fee)/TITLE POLICY
CLOSING FEE	\$350.00/ CLOSING
COPY COST	\$1 per page
DOCUMENT PREPARATION FEE	\$175.00/ DEED (subcontracted to VA Attys)
TITLE UPDATE AND RECORDING FEE	\$85.00
Court Appearances of 4 hours or Less in One Day	\$200.00/ EACH (Per Person)
Court Appearances More than 4 hours in One Day	\$400.00/ EACH (Per Person)
Pre-Trial Meeting or Administrative Hearing of 4 hours or Less in One Day	\$200.00/ EACH (Per Person)
Pre-Trial Meeting or Administrative Hearing of More than 4 hours in One Day	\$400.00/ EACH (Per Person)

Based on the pricing provided above, Offerors are to provide an itemized price quote for each of the following hypothetical scenarios with a “Grand Total” for all three. Enter the totals for each below.

Scenario #1 – The County is purchasing a property, and we would like your firm to handle the closing for us. The sales price for the property is \$500,000 and we require owner’s title insurance. Deed to be prepared by the County. This will be a cash transaction. The seller will have their own attorney."

Owners Title Policy Premium:	
<i>Up to \$250,000 - \$4.10/\$1000</i>	\$1025.00
<i>Over \$250,000 to \$500,000 - \$3.90/\$1000</i>	\$975.00
Subtotal – Premium	\$2,000.00
Title Commitment/Production Fee:	\$100.00
Title Search & Examination Fee:	\$195.00
Settlement Fee:	\$350.00
Title Update/Recordation Fee:	<u>\$85.00</u>
Total	\$2,730.00

Scenario #2 - The County is interested in the purchase of a property but is unsure of the current ownership. We request that your firm perform a title search and provide a title report.

Title Search & Examination Fee:	\$195.00
Status of Title Report:	<u>\$75.00</u>
Total	\$270.00

Scenario #3 - The County is gifting a parcel of land to the School Board, and they are required to have title insurance on it. This shall include a 60-year search, issuing a title commitment and issuing a title policy. There will be no formal closing per se, just the issuance of the insurance. The assessed value of the property is \$150,000.

Owners Title Policy Premium:	\$615.00
Title Commitment/Production Fee:	\$100.00
Title Search & Examination Fee:	\$195.00
Settlement Fee:	\$0.00
Title Update/Recordation Fee:	<u>\$85.00</u>
Total	\$995.00

Grand Total for Scenarios 1-3:	<u>\$3,995.00</u>
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ATTACHMENT A – BAFO PRICING SCHEDULE
Offeror: Stewart Land and Title Services

OFFEROR LEGAL ENTITY NAME:	
Cost Item Description	COST
SIXTY YEAR "STATUS OF TITLE REPORT" HISTORY \$75.00 / STATUS OF TITLE REPORT HISTORY (in conjunction with a title search/abstract of title)	
SEARCH FEE	\$195.00 per parcel/per title chain
If there is more than one title chain for a property, the Contractor may, at the County's sole discretion, invoice for more than one chain of title. However, any such request for compensation for multiple chains of title will require prior approval of the Director of Real Property.	
TITLE INSURANCE COMMITMENT FEE.	\$100.00/TITLE COMMITMENT
TITLE INSURANCE PREMIUM	\$Stewart Title Guaranty Company Published & Filed Rates
TITLE INSURANCE POLICY FEE	\$0.00 (No Separate Policy Fee)/TITLE POLICY
CLOSING FEE	\$350.00/ CLOSING
COPY COST	\$1 per page
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TITLE UPDATE AND RECORDING FEE	\$85.00
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Court Appearances More than 4 hours in One Day	\$400.00/ EACH (Per Person)
Pre-Trial Meeting or Administrative Hearing of 4 hours or Less in One Day	\$200.00/ EACH (Per Person)
Pre-Trial Meeting or Administrative Hearing of More than 4 hours in One Day	\$400.00/ EACH (Per Person)



SCHEDULE OF CHARGES FOR USE IN THE COMMONWEALTH OF VIRGINIA

All inquiries concerning the charges related to title insurance and forms should be directed to your nearest Stewart Title Office.

John L. Killea, Esq.

Chief Legal Officer, General Counsel, & Chief Compliance Officer
Stewart Title Guaranty Company
1360 Post Oak Blvd., Suite 100
Houston, Texas 77056

Effective: 10/14/2022 replaces rates published effective 11/1/2020

VIRGINIA TITLE INSURANCE CHARGES



Effective: October 14, 2022

STANDARD ALTA POLICIES

Amount of Coverage	OWNER'S PREMIUM
Minimum policy charge:	\$300.00
Up to \$250,000	\$4.10/\$1,000
Over \$250,000 to \$500,000, add:	\$3.90/\$1,000
Over \$500,000 to \$1,000,000, add:	\$3.60/\$1,000
Over \$1,000,000 to \$2,500,000, add:	\$2.40/\$1,000
Over \$2,500,000 to \$5,000,000, add:	\$2.05/\$1,000
Over \$5,000,000 to \$10,000,000, add:	\$1.85/\$1,000
Over \$10,000,000 to \$20,000,000, add:	\$1.70/\$1,000

Amount of Coverage	LOAN PREMIUM
Minimum policy charge:	\$300.00
Up to \$250,000	\$3.05/\$1,000
Over \$250,000 to \$500,000, add:	\$2.90/\$1,000
Over \$500,000 to \$1,000,000, add:	\$2.40/\$1,000
Over \$1,000,000, to \$2,500,000, add:	\$1.90/\$1,000
Over \$2,500,000 to \$5,000,000, add:	\$1.60/\$1,000
Over \$5,000,000 to \$10,000,000, add:	\$1.25/\$1,000
Over \$10,000,000 to \$20,000,000, add:	\$1.10/\$1,000

ENHANCED COVERAGE ALTA POLICIES

Amount of Coverage	ENHANCED HOMEOWNER'S RESIDENTIAL OWNER'S PREMIUM
Minimum policy charge:	\$350.00
Up to \$250,000	\$4.92/\$1,000
Over \$250,000 to \$500,000, add:	\$4.68/\$1,000
Over \$500,000 to \$1,000,000, add:	\$4.32/\$1,000
Over \$1,000,000, to \$2,500,000, add:	\$2.88/\$1,000
Over \$2,500,000 to \$5,000,000, add:	\$2.52/\$1,000
Over \$5,000,000 to \$10,000,000, add	\$2.20/ \$1,000

Amount of Coverage	ENHANCED RESIDENTIAL LOAN PREMIUM
Minimum policy charge:	\$350.00
Up to \$250,000	\$3.66/\$1,000
Over \$250,000 to \$500,000, add:	\$3.42/\$1,000
Over \$500,000 to \$1,000,000, add:	\$2.88/\$1,000
Over \$1,000,000, to \$2,500,000, add:	\$2.28/\$1,000
Over \$2,500,000 to \$5,000,000, add:	\$1.92/\$1,000
Over \$5,000,000 to \$10,000,000, add	\$1.52/\$1,000

**Rate charge is per \$1,000. Standard Owner's and Loan Policy amounts over \$20,000,000,
or ALTA Homeowner's and Enhanced Loan Policies over \$10,000,000 contact Stewart
Title underwriting.**



OTHER CHARGES:

Closing Protection Letters

The Company shall be paid the premium of **\$35.00** for each Closing Protection Letter (CPL) issued for transactions involving property lying within the Commonwealth of Virginia. **\$50** premium for each CPL over \$10 million dollars. No premium will be charged for Closing Protection Letters issued for transactions that are subsequently cancelled.

Endorsement Premium:

No charge for standard endorsements, **excluding** the ALTA 3 series and the ALTA 14 and higher series. Contact Stewart Title for charges on these excluded endorsements. Also note that endorsements issued to provide special coverage may incur extra-hazardous risk premium as determined by the company. The charge for such coverage may be based upon a percentage of the rate applicable to the policy, a fixed dollar amount, commensurate with the risk to be assumed, or a rate per thousand based upon the overall insured amount.

Decedents' Estates:

Extra Hazardous Risk Premium for decedent estate risks may be applicable in open estate situations, pursuant to Company guidelines and underwriting bulletins. When applicable, the premium for such is calculated at the rate of \$2.00 per \$1000 of value (based upon the sales price of the transaction), with a minimum charge of \$250.00 payable to the Company.

Modifications of Loan Policy By Endorsement:

Modifications of existing Stewart-insured loan policies by endorsement may be issued for a premium charge of 30% of the original title premium charge paid, **provided the original loan amount is NOT being increased.**

Modifications of existing Stewart-insured loan policies by endorsement may be issued for a premium charge of 30% of the original title premium charge paid, **plus** additional premium based upon applicable published standard loan rates in effect at the time of loan modification.



Refinance Charge

For residential refinance loan transactions involving improved one-to-four family residential properties, the residential refinance loan charge for a Standard and Enhanced ALTA Loan Policy is 70% of the policy charge and shall be applied as to the face amount of the new deed of trust, subject to the minimum premium charges as set forth above. A refinance loan transaction is a transaction in which the loan proceeds are used for any purpose other than the financing of the acquisition of the property in a concurrent purchase transaction. Refinance rate charges do not apply to commercial transactions. No prior policy needs to be obtained in connection with the use of refinance rates.

Simultaneous Issue Rate:

\$200.00 per loan policy up to the face amount of the owner's policy is the simultaneous fee charge. In the event, that the value of loan policy should exceed the value of the owner's policy, any excess amount shall be calculated based upon applicable standard or enhanced policy rates.

Timeshares:

\$60 minimum up to \$20,000.00, with regular charges over \$20,000.00.

Notes:

- Owners' policies are to be issued for the full consideration of the property.
- Loan policies are not to be issued for less than the full amount of the loan.
- Standard leasehold policies are issued at the standard owners' charges.
- Scheduled charges do **NOT** include any costs incidental to title insurance (e.g., title search and/or examination fees, commitment and/or final policy preparation, recordation, etc.) and any of these **fees are NOT to be charged with title insurance premiums**.
- An extra hazardous risk premium fee *may* be charged on construction loan policies and new construction outsale policies requiring affirmative mechanic's lien coverage. Contact your Stewart Title underwriter who will advise when/if these extra hazardous risk fees are to be charged.
- Stewart Title Guaranty Company reserves the right to charge additional premium fees for extra hazardous risks and coverages.
- Contact Stewart Title for rates when issuing the ALTA U.S. Policy, the STG Home Equity Policy, the ALTA Junior Lien Policy, or other title insurance products not delineated herein.



EXHIBIT C

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Addendum No. 1

Date: February 1, 2024
Request for Proposal: #24-2629-1EMF – Real Estate Title and Closing Services
Receipt Date/Time: February 14, 2024; 2:00 p.m.
Subject: Updated Scenario and Questions and Answers

Ladies/Gentlemen,

Please make the following corrections, deletions and/or additions to the above referenced RFP:

1. Replace "Attachment F2 – Hypothetical Scenario" with "Revised Attachment F2- Hypothetical Scenario" listed below.

All other specifications and General Terms and Conditions shall remain the same.

Offerors must take due notice and be governed accordingly. Acknowledgement of the receipt of this addendum shall be made in your proposal.

Failure to acknowledge this addendum may result in your bid being declared non-responsive.

Questions and Answers on the following pages.

Sincerely,
Eileen M. Falcone
Assistant Division Director
Fal51@henrico.us

ACKNOWLEDGEMENT:

Signature: 

Print Name: TIMOTHY L. AKERS

Company: STEWART LAND TITLE SERVICES, LLC

Date: FEB 5, 2024

REVISED ATTACHMENT F 2 - HYPOTHETICAL SCENARIOS

Based on the pricing provided above, Offerors are to provide an itemized price quote for each of the following hypothetical scenarios with a "Grand Total" for all three. Enter the totals for each below.

Scenario #1 – The County is purchasing a property, and we would like your firm to handle the closing for us. The sales price for the property is \$500,000 and we require owner's title insurance. Deed to be prepared by the County. This will be a cash transaction. The seller will have their own attorney.

Owners Title Policy Premium:	\$2,000.00
Title Commitment/Production Fee:	\$100.00
Title Search & Examination Fee:	\$195.00
Settlement Fee:	\$425.00
Title Update/Recordation Fee:	<u>\$95.00</u>
Total	\$2,815.00

Scenario #2 - The County is interested in the purchase of a property but is unsure of the current ownership. We request that your firm perform a title search and provide a title report.

Title Search & Examination Fee:	\$195.00
Status of Title Report:	<u>\$75.00</u>
Total	\$270.00

Scenario #3 - The County is gifting a parcel of land to the School Board, and they are required to have title insurance on it. This shall include a 60-year search, issuing a title commitment and issuing a title policy. There will be no formal closing per se, just the issuance of the insurance. The assessed value of the property is \$150,000.

Owners Title Policy Premium:	\$615.00
Title Commitment/Production Fee:	\$100.00
Title Search & Examination Fee:	\$195.00
Settlement Fee:	N/A
Title Update/Recordation Fee:	<u>\$95.00</u>
Total	\$1,005.00

Grand Total for Scenarios 1-3: \$4,090.00

RFP 24-2629-1EMF
Real Estate Title and Closing Services
Questions and Answers
January 31, 2024

1. Page 2, Scope of Services, A.3 - Does the title search need to go beyond 60 years if a vesting deed is found, but no warranty deed? (Example: only quit claim deeds and covenant deeds are found).
Answer: Yes
2. Page 3, Scope of Services, A.12 - This line item includes 'proper disbursement of funds as necessary to cause the removal of all liens and encumbrances...'
 - a. Will the title vendor need to perform title curative actions (i.e. – drafting subordinations) other than simple disbursement of County funds to remove liens and encumbrances?
Answer: No
 - b. If curative actions are required, can Henrico County provide a pricing line item per curative action?
Answer: N/A
 - c. Would the title vendor have discretion regarding which curative actions will be necessary?
Answer: Yes, provided that the curative action releases the exception as determined by the County Attorney
3. We noted that the timeline states questions are due on January 26, and now I'm also noticing a January 25 due date on another page, so we hope our firm is able to get our questions accepted.
Answer: Page 1 of the RFP did show January 25th however Sec. IV and VI have January 26th so questions will be answered if submitted on January 26th.
4. Page 27 – Attachment F 1- Pricing Schedule
 - a. It seems you want one price for a 60-year status of title report- History and then another price for Search Fee. How are these different? It seems they are both for 60 years – please advise.
Answer: See Section 25.1-204. D. of the code of Virginia as to what is required in a status of title report. Emphasis is placed on the ownership of the property.
 - b. Title insurance premiums- without a purchase price, I cannot show a title insurance premium, since the Purchase price is needed to determine a firm title insurance price. Can I just enter- Based on Fidelity National Title Insurance Filed rates in Virginia?
Answer: Yes
 - d. Does Henrico County prepare the title deeds for closing?
Answer: Yes, unless the Seller has his or her attorney or wants to prepare the deed and the County Attorney approves the Deed.

- d. How is the price sections on page 27 and 28 calculated since the pricing schedule does not show the number of searches, closings to perform? Or does the pricing, only use the grand total on page 28?

Answer: Pricing provided on page 28 should be calculated by the price provided on page 27. i.e. If the number of closings were 2 then you would multiply the cost provided on page 27 for closing fee x 2.

5. Page 28 – Attachment F 2 Hypothetical Scenarios.

- a. Scenario #1- When you show that you want us to handle the closing, does this include the 60-year title search and the closing for the buyer + the owner's title insurance policy? Or does this just include the closing and the title insurance policy? Please confirm the deed is prepared by Henrico County.

Answer: Yes, Offerors shall include every charge to the buyer. There will be no deed prep fee to the County.

- b. Scenario#3- Should this scenario include a 60-year search, issuing a title commitment and issuing a title policy. I assume the deed will be prepared by Henrico County.

Answer: Yes – See Revised Attachment F2

6. Regarding the Hypothetical Scenarios – Attachment F-2. Under Scenario 1, Can you clarify the sales price? Is the sales price for the property \$500.00 or \$50,000 or \$500,000?

Answer: Should be \$500,000 in the RFP. See Revised Attachment F2

7. Provide Attachment F1- Pricing Schedule and Attachment F2- Hypothetical Scenario from the January 2023 award.

Answer: There was no award made in 2023. The contract had four renewal options. The pricing has remained the same for each of the four renewal periods. See attached.

Cost Item Description		COST	
SIXTY YEAR "STATUS OF TITLE REPORT" HISTORY \$		75.00	STATUS OF TITLE REPORT HISTORY – In conjunction with a title search/abstract of title
SEARCH FEE	\$	175.00	per parcel/per title chain
If there is more than one title chain for a property, the Contractor may, at the County's sole discretion, invoice for more than one chain of title. However, any such request for compensation for multiple chains of title will require prior approval of the Director of Real Property.			
TITLE INSURANCE COMMITMENT FEE.	\$	75.00	/TITLE COMMITMENT
TITLE INSURANCE PREMIUM	\$	STGC Published rates – Attachment A	
TITLE INSURANCE POLICY FEE	\$	STGC Published rates – Title Policy	
CLOSING FEE	\$	450.00/	CLOSING
COPY COST	\$	1.00	per page
COVER SHEET PREPARATION FEE	\$	25.00	per document
DOCUMENT PREPARATION FEE	\$	175.00/	DEED
(subcontracted to Fleet W. Kirk, PLC)			
TITLE UPDATE AND RECORDING FEE	\$	65.00	
Court Appearances of 4 hours or Less in One Day	\$	200.00	/ EACH Per Person
Court Appearances More than 4 hours in One Day	\$	400.00	/ EACH Per Person
Pre-Trial Meeting or Administrative Hearing of 4 hours or Less in One Day	\$	200.00	/ EACH Per Person
Pre-Trial Meeting or Administrative Hearing of More than 4 hours in One Day	\$	400.00	/ EACH Per Person

**ANNUAL CONTRACT FOR REAL ESTATE TITLE
AND CLOSING SERVICES FOR ACQUISITIONS
FOR VARIOUS PROJECTS
FOR THE COUNTY OF HENRICO, VIRGINIA
AND HENRICO COUNTY PUBLIC SCHOOLS**

RFP# 24-2629-1EMF

**Stewart Land Title Services, LLC
9020 Stony Point Parkway
Suite 135
Richmond, Virginia 23235
(804) 648-7600
www.stewart.com**

January 18, 2024

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 - A. Cover Letter
 - B. Proposal Signature Sheet (Attachment A)
 - C. Business Classification Form – (Attachment B)
 - D. Virginia SCC Registration Information (Attachment C)
 - E. Proprietary/Confidential Information (Attachment D)
- II. Statement of Scope
 - A. Understanding and Response to the Scope of Services
- III. Default, Termination and Barred Certification Statement
- IV. Experience and Qualifications
 - A. Company Profile
 - B. Experience of Staff
 - C. Experience of Company with Henrico County Projects
 - D. Ability to Meet the Requirements and Schedule of the County Project
 - E. Evidence of Appropriate License or Certification
 - F. Insurance Specifications (Attachment E)
- V. References
- VI. Service Approach/Implementation
 - A. Firm's Approach to the County's Needs
- VII. Pricing/Cost Proposal
 - A. Pricing Schedule (Attachment F-1)
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Stewart Land Title Services, LLC

a Stewart Title Company

9020 Stony Point Parkway
Richmond, Virginia 23235

Telephone: (804) 648-7500
www.stewart.com

Eileen M. Falcone
Assistant Purchasing Director
County of Henrico
Department of Finance
Purchasing Division
8600 Staples Mill Road
Henrico, Virginia 23228

January 26, 2024

RE: Request for Proposal – Annual Contract for Real Estate Title and Closing Services For Acquisitions For Various Projects For The County of Henrico, Virginia and Henrico County Public Schools – RFP# 24-2629-1EMF

Dear Ms. Falcone:

Stewart Land Title Services, LLC, is a Richmond based, subsidiary company of Stewart Title (STC – NYSE), a customer-focused, global title insurance and real estate services company offering products and services through its direct operations, network of approved agencies and other companies within the Stewart Title family. This year, Stewart is celebrating its 130th anniversary in business, and its 20th year of ownership of Stewart Land Title Services, LLC. Stewart Title offers personalized service, industry expertise and customized solutions for virtually any type of real estate transaction. More information can be found at <http://www.stewart.com/news> and at <https://www.stewart.com/en/markets/central-virginia/offices/richmond>

I am pleased to enclose one original proposal in an electronic format with regard to the above captioned Request For Proposal from the County of Henrico.

On behalf of our company, thank you for your consideration in this matter, and please do not hesitate to contact me should you have any questions or concerns regarding this or any other matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy L. Akers', written in a cursive style.

Timothy L. Akers
Division President
Enclosures

CC: Kenneth L. Dickinson, Esquire

**PROPOSAL SIGNATURE SHEET
(ATTACHMENT A)**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. **24-2629-1EMF Real Estate Title and Closing Services**.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME):

STEWART LAND TITLE SERVICES, LLC, A VIRGINIA LIMITED LIABILITY COMPANY

ADDRESS: 9020 STONY POINT PARKWAY – SUITE 135; RICHMOND, VA 23235

FEDERAL ID NO: 92-0184699

SIGNATURE:

A handwritten signature in black ink, appearing to read 'Timothy L. Akers', written over a circular line.

NAME OF PERSON SIGNING (PRINT): TIMOTHY L. AKERS

TITLE: DIVISION PRESIDENT

TELEPHONE: (804) 648-7600

FAX: (877) 793-0579

EMAIL ADDRESS: TAKERS@STEWART.COM

DATE: JANUARY 19, 2024

BUSINESS CATEGORY CLASSIFICATION FORM (ATTACHMENT B)

Company Legal Name: **Stewart Land Title Services, LLC, A Virginia Limited Liability Company**

This form completed by: Timothy L. Akers

Signature: [Signature]

Title: Division President, Date: January 18, 2024

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

Yes ___ No ☒ **SMALL BUSINESS**

Yes ___ No ☒ **WOMEN-OWNED BUSINESS**

Yes ___ No ☒ **MINORITY-OWNED BUSINESS**

Yes ___ No ☒ **SERVICE DISABLED VETERAN**

Yes ___ No ☒ **EMPLOYMENT SERVICES ORGANIZATION**

Yes ☒ No ___ **NON-SWaM (NOT SMALL, WOMEN-OWNED OR MINORITY-OWNED)**

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.
eVA Registered?

Yes ☒ No ___

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

**Virginia State Corporation Commission (SCC)
Registration Information
(ATTACHMENT C)**

The Offeror:

is a corporation or other business entity with the following SCC identification number: **S098197-9 (FEIN 92-0184699)**

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
(ATTACHMENT D)**

NAME OF OFFEROR: Stewart Land Title Services, LLC

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
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NONE		
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II. Understanding and Response to the Scope of Services

Stewart Land Title Services, LLC, a Stewart Title Company ("Stewart") is prepared to furnish all materials, labor, supervision, travel and incidentals necessary to perform real estate title, escrow and closing services to the County of Henrico as described herein.

1. Issue Preliminary Title Insurance Commitments, Title Insurance Policies and/or Status of Title Reports:

Stewart shall issue preliminary title commitments, title insurance policies and/or status of title reports to Henrico County. Stewart shall provide copies of all underlying exception and exclusion documents and the most recent deeds vesting title in conjunction with the issuance of said preliminary title commitments, title insurance policies and/or status of title reports. It is understood that a property owner may own more than one property, and that in those situations, it is anticipated that the closings would be completed at the same time.

2. Provide Other Related Information and Documents of Record:

Stewart is also prepared to provide other related information and documents of record concerning title to a property, as needed.

3. Issue a Status of Title Report

Stewart shall issue Status of Title Reports as requested. A Status of Title Report is defined herein as the successive conveyances in a chain of title, or other forms of alienation in a chain of title as recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia or elsewhere, affecting a particular parcel of land, arranged consecutively over at least the last 60-year period to the present owner, going back sixty (60) years or beyond sixty (60) years to the current granting instrument(s), in a form approved by the County Attorney's Office.

4. Issue Title Insurance Commitments, Pro Forma Title Insurance Policies and/or Title Insurance Policies

Stewart shall issue Title Insurance Commitments, Pro Forma Title Insurance Policies and/or Title Insurance Policies as requested in a format acceptable to the County Attorney's Office upon request by the County in the amount of insurance and type of policy designated by County at a rate not to exceed the rates filed by Stewart Title Guaranty Company with the Virginia Bureau of Insurance.

5. Update and Recordation of Documents

Stewart shall, if requested, update title, and cause to be recorded, granting warranty deeds and all related documents required with respect to the transfer of title interest to each property in the Clerk's Office of the Circuit Court of Henrico County, Virginia or if necessary, in the surrounding localities.

6. Distribution of Originals or Copies

Stewart shall distribute to designated parties' originals or copies, as appropriate, of executed and/or recorded closing documents, as requested by Henrico County, Virginia.

7. Disbursement and Escrow Services

Stewart shall receive, hold and distribute to the party or parties entitled thereto amounts required to be deposited into escrow and/or disbursed in connection with the closing of each property transfer transaction, as requested by Henrico County, Virginia.

8. Prepare Closing Disclosure and Settlement Statements

Stewart shall prepare closing settlement statements reflecting pro-rations and funds disbursed through escrow in each property transaction, as requested by Henrico County, Virginia.

9. Additional Title and Escrow Services

Stewart shall provide additional title and escrow services not specified above at agreed upon hourly rates on an as needed basis as determined or agreed to by the County.

10. Monthly Status Reports

Stewart will provide regular status reports on a monthly basis as to the property title reports, closing and disbursement of funds at an agreed upon rate on an as needed basis.

11. Expert Witness Services

Stewart shall provide personnel to testify in eminent domain proceedings including discovery proceedings, appear in any administrative hearings or conferences, and assist with the preparation for these proceedings, hearings or conferences when requested by the County, at agreed upon hourly rates, on an as needed basis. In addition, Stewart shall meet with property owners or assist the County Attorney's Office or Real Property Department in preparation for condemnation proceedings or meetings, on an as needed basis at agreed upon hourly rates.

12. Other Settlement Related Services

Stewart, when requested, will close negotiated transactions which shall include the updating of title commitments, status of title reports, and/or title insurance policies, to the time of recordation of the deed of conveyance, and the proper disbursement of funds as necessary to cause the removal of all liens and encumbrances and to the owner of the property.

12a Licensed Attorney Access

Stewart has Virginia Licensed Attorneys on staff in Stewart's local and state offices, who are available to consult with the County as needed. Stewart is also licensed and authorized to act as a Real Estate Settlement Agent under Virginia RESA Regulations and Guidelines.

In addition, in order to be compliant with Virginia UPL (Unauthorized Practice of Law) guidelines, Stewart can sub-contract to Wood and Wood, A Licensed Virginia Law Firm - <https://www.woodwoodlaw.com/> or other Virginia licensed attorneys, the preparation of any deeds, and the closing of negotiated transactions, as requested by the County. Further, Wood and Wood, or other Virginia licensed attorneys, can also be available to discuss title abstracts, examinations and reports with the County's Real Property Department and County Attorney's Office, when an outside attorney with experience in real property law is requested by the County of Henrico, Virginia.

12B Settlement Locations and Coordination

Stewart shall establish, with the concurrence of the grantor, the time and location for each proposed closing. Stewart, as a closing agent licensed as a Real Estate Settlement Agent in the Commonwealth of Virginia, shall notify the County's Department of Real Property of the time date and place of closing. Such notice to be received no later than two normal business days prior to the closing.

12C Format of Conveyance Documents

Stewart shall comply with any special provisions for conveyance documents as requested by the County of Henrico. It is understood and agreed that provisions for the conveyance documents include the consideration for the transfer being set out in the body of the instrument, that the instrument must be drafted and submitted to the County's Department of Real Property on or before 10 working days following receipt of the description and special provisions, and that acceptance of the deed is subject to the approval by the County Attorney's Office of Henrico County.

12D Warranty Deed Conveyance of Properties and Easements

Stewart understands and agrees that all property shall be conveyed by warranty deed unless otherwise approved by the County Attorney's Office of Henrico County. Stewart shall obtain prorated real estate tax amounts and receipts for payment(s) of said prorated amount(s) and any prior year's taxes that may be due upon request by the County.

12E Recordation of Documents

Stewart understands and agrees that the executed deed together with the title insurance policy, shall be recorded in the Clerk's Office of the County of Henrico, Virginia, as soon as practicable, but in no instance more than one (1) working days following closing, unless recordation is delayed through no fault of its own.

12F Settlement/Closing Services and Expectations

Stewart shall submit to the County Department of Real Property the closing statement, other related closing documents, cover sheet, recorded deed, and title insurance policy within thirty (30) days of closing.

12G Other Settlement Related Forms

Forms 1099, W-9 and any other forms required in a generally accepted real estate transaction at the time of closing shall be provided by Stewart to the County of Henrico, Virginia, and all applicable forms shall be filed with Federal and state agencies as required by law.

12H Other Escrow Related Services

Stewart shall provide other Escrow services to the County at rates to be agreed upon for any additional title examinations or to provide additional escrow services at an agreed fixed rate. Such Escrow services may include holding funds from the purchase price of a property in order to pay off or obtain releases of notes secured by Deeds of Trust or mortgages on the property, or to clear judgements or other liens against the property being acquired.

13. Primary Contact Information

Kathy Rice and/or Mary Bryant shall be responsible for responding to any inquiries concerning title examinations, title insurance policy documents, closing documents, Status of Title Reports and closing status including disbursement of funds information to the County of Henrico. Kathy and/or Mary shall respond to all inquiries by the County's Real Property Department or County Attorney's Office within two (2) business days.

Their contact information is as follows:

Kathryn (Kathy) Rice
Senior Title Officer
Stewart Land Title Services, LLC
9020 Stony Point Parkway
Suite 135
Richmond, VA 23235
(804) 648-7600
kathy.rice@stewart.com
<https://www.stewart.com/en/markets/central-virginia/offices/richmond>

Mary Bryant
Senior Title Officer
Stewart Land Title Services, LLC
9020 Stony Point Parkway
Suite 135
Richmond, VA 23235
(804) 648-7600
mbryant@stewart.com
<https://www.stewart.com/en/markets/central-virginia/offices/richmond>

III Default, Termination and Barred Certification Statement

Stewart Land Title Services, LLC, has not defaulted on any government contract during the entirety of its existence or in the last five years.

Stewart Land Title Services, LLC, certifies that no government has terminated a contract with the Offeror for cause during the entirety of its existence or in the last five years.

Stewart Land Title Services, LLC, certifies that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body.

IV Experience and Qualifications

A. Company Profile

Stewart Land Title Services, LLC, ("Stewart") is a Henrico County based, subsidiary company of Stewart Information Services Corporation (STC – NYSE), a customer-focused, global title insurance and real estate services company offering products and services through its direct operations, network of approved agencies and other companies within the Stewart family.

Stewart Land Title Services, LLC, is a part of the direct operations of Stewart Title, which is recognized locally and nationally for its high quality of commercial and residential work. Stewart has focused on commercial, municipal and complex project work in Central Virginia since this office was opened in 2003. Stewart Land Title Services has been a division of Stewart Title Company since later that same year. Stewart is a paperless title and settlement office. The title officers and/or underwriters in the office average more than 25 years of experience in the title and settlement industry. Our Title team, supported by in-house Underwriting Counsel and a Stewart Title State Underwriter, take pride in their ability to find resolutions to complex title matters.

B. Experience of Staff

The title and settlement agents for Stewart who will support Henrico County are as follows:

Tim Akers, Division President of Stewart, has 40 years of experience in the title insurance industry, and has been with Stewart since 2003. In addition to managing the local Stewart office, Tim manages the Central Virginia and West Virginia Divisions of Stewart Title, supporting the Stewart network of agencies and offices located throughout Central Virginia and West Virginia.

Tim is a past president of the Virginia Land Title Association. Tim also served for six years as a Director of Habitat for Humanity - Virginia. Tim currently serves as a Director for the Virginia Affordable Housing Loan Fund. Tim spent a large portion of his career in

the title insurance industry as an independent title insurance agent, having been licensed or appointed as a title insurance agent in numerous states including Virginia, West Virginia, Ohio and Kentucky. Tim is a graduate of the University of Virginia and is a frequent speaker at CE and CLE events throughout the Commonwealth of Virginia.

Kathryn Rice, Senior Title Officer for Stewart, has been in the title insurance industry for more than 25 years, and with Stewart Title since 2013. Kathy focuses on the underwriting and production of title reports, title commitments and title insurance policies for both commercial and residential properties. Kathy has been the primary title production officer for Henrico County work for the last 10 years. Kathy spent many years working for Bon Air Title Agency in Richmond and was the Title Agency Manager for Fox Head Title. Kathy is a former Deputy Clerk with the Powhatan County Circuit Court and was an assistant to Chief Justice Carrico of the Virginia Supreme Court in the early 1980's. Kathy is a graduate of Virginia Commonwealth University.

Karen Mason, Commercial Escrow Officer for Stewart, has extensive background in the lending, financial services and title/settlement industries, with more than 30 years of experience in these related industries. Karen has been with Stewart since 2017. Karen is the primary commercial settlement/disbursement officer for the Richmond operations of Stewart Title.

Mary Bryant, Senior Title Officer for Stewart, has been working with Stewart Title since 2011, and prior to that was a Stewart Title agent for more than 30 years. Mary was the principal owner and manager of her own title agency, Piedmont Land Title Agency, for more than 20 years. Mary has more than 40 years of experience in the title insurance industry, having done everything from title abstracts, coordinating the searching and abstracting of titles, to underwriting multi-billion dollar/multi-state transactions. Mary focuses on the production of title reports, title insurance commitments and title insurance policies for special projects and commercial properties.

In addition, Stewart has access to other Stewart Title resources and associates as the need arises, including Virginia and West Virginia Underwriting Counsel Ken Dickinson, who is located in the same office suite as Stewart Land Title Services.

C. Experience of Company

1. Henrico County Projects

Below is a list of some of the title orders that we have processed for Henrico County.

FILE #	PROPERTY ADDRESS & PROJECT DESCRIPTION
01262-3385	Cumberland County Parcels - Cobbs Creek Reservoir
01262-1414	Long Bridge Rd/New Market Rd – Park Properties
01262-4134	Whiteside Rd/801 E W'burg Rd- Col. Samuel G. Taylor Jr. Park

01262-10412	2200 Westwood Avenue - Sewage & Water Pumping Station
01262-6446	7500 Staples Mill Road - Fire Station
KLT13-3078	4060 Innslake Drive - Innsbrook Public Library
01262-2689	91.55 Acres, Winfrey Road - Greenwood Park
01262-10747	1149 New Market Road - Capital Trail
01262-6933	300 S Airport Drive - Highland Springs High School
01262-9714	Acreage-Winfrey Road - Future School Site
KLT12-2373	1401 N. Laburnum Avenue – Fairfield Public Library
01262-10822	9901 Varina Road – Varina on the James
01262-8207	438.446 Acres - Malvern Hill Farm
01262-4021	7850 Villa Park Drive - Central Station for County Police
01262-3937	Swanson Mill Way - Swanson Mill Run Sewage Pump Station
01262-9482	Acreage - Wilton Farm Road - Wilton Farm
01262-10861	390 E Williamsburg Road - Rts 60 & 33 Rd Improvement
01262-10760	490 Scott Road - Athletic Center

2. Other Municipal Projects

Below is a list of some of the title orders that we have processed for other municipalities in the area.

FILE #	PROPERTY ADDRESS & PROJECT DESCRIPTION
01262-3931	730 E Broad Street Multiple Departments- City of Richmond
01262-3931A	601 E Leigh Street Richmond Coliseum
01262-3931B	101 E Franklin Street Dooley Library
01262-8264	1451 Commerce Rd Richmond Police Precinct & Forensic Unit
00109-1069	2501 W Broad Street William Byrd Senior Hotel
00109-1230	1900 Cool Lane Hospital Converted to Affordable Housing

01262-11000	50 & 1751 Evergreen Rd	East End Cemetery
01262-10999	3600 E Richmond Road	Evergreen Cemetery
01262-10998	4909 Bassett Avenue	Forest View Cemetery

D. Ability to meet Requirements and Schedules

We have internal, experienced staffing to meet the requirements and schedules outlined by the County of Henrico, Virginia, in the RFP. However, should volume increase, or should special project work be required, Stewart can pull upon resources from other Stewart Affiliate offices located in the Commonwealth of Virginia, or outside of the state. Stewart is just one of 9 Stewart owned direct operations located in the Commonwealth of Virginia, and one of 100's located throughout the United States and beyond.

E. Evidence of License and Certification

Documentation Included as Exhibits attached to the Proposal.

F. Insurance Specifications

Documentation Included as Exhibits attached to the Proposal.

V References

John M. Mercer, Esquire
Williams Mullen
200 South 10th St- #1600
Richmond, VA 23219
Direct: (804) 783-6443
Facsimile: (804) 783-6507

Bonnie M. Ashley, Esquire
Deputy City Attorney
City of Richmond
900 East Broad Street, Room 300
Richmond, Virginia 23219
(804) 646-7940 phone
(804) 646-6653 fax

Andrew Wood, Esquire
Cheryl Carlson Wood, Esquire
Law Office of Wood & Wood, P.C.
1801 Libbie Avenue -Suite 102
Richmond, Virginia 23226
804-285-7447
804-285-7446 (fax)

Hugh Antrim, Esquire
ThompsonMcMullan, P.C.
100 Shockoe Slip
Richmond, VA 23219
804-698-6203
804-780-1813 fax

VI Service Approach/Implementation

We are recognized locally and nationally for our high quality of commercial and residential services. We are an essential part of the real estate transaction, enhancing the process for buyers, sellers, builders, developers, lending institutions, attorneys, real estate professionals and settlement service providers.

It is our intention to provide the same exemplary customer service to the County of Henrico, Virginia, that is provided to all of our customer segments.

VII Pricing/Cost Proposal

A. Pricing Schedule (Attachment F-1)

See below.

B. Hypothetical Scenario (attachment F-2)

See below.

PRICING SCHEDULE - (ATTACHMENT F 1)

OFFEROR LEGAL ENTITY NAME: **Stewart Land Title Services, LLC,
A Virginia Limited Liability Company**

<u>Cost Item Description</u>	<u>COST</u>
SIXTY YEAR "STATUS OF TITLE REPORT" HISTORY (in conjunction with a title search/abstract of title)	\$75.00/STATUS OF TITLE REPORT HISTORY
SEARCH FEE If there is more than one title chain for a property, the Contractor may, at the County's sole discretion, invoice for more than one chain of title. However, any such request for compensation for multiple chains of title will require prior approval of the Director of Real Property	\$195.00 per parcel/per title chain
TITLE INSURANCE COMMITMENT FEE.	\$100.00 /TITLE COMMITMENT
TITLE INSURANCE PREMIUM	Stewart Title Guaranty Company Published Rates – Attached
TITLE INSURANCE POLICY FEE	STGC Published Rates/TITLE POLICY
CLOSING FEE	\$425.00 / CLOSING
COPY COST	\$1 per page
DOCUMENT PREPARATION FEE	\$175.00/ DEED (subcontracted to VA licensed Attorneys)
TITLE UPDATE AND RECORDING FEE	\$95.00
Court Appearances of 4 hours or Less in One Day	\$200.00 / EACH (Per Person)
Court Appearances More than 4 hours in One Day	\$400.00 / EACH (Per Person)
Pre-Trial Meeting or Administrative Hearing of 4 hours or Less in One Day	\$200.00 / EACH (Per Person)
Pre-Trial Meeting or Administrative Hearing of More than 4 hours in One Day	\$400.00 / EACH (Per Person)

HYPOTHETICAL SCENARIOS (ATTACHMENT F-2)

Based on the pricing provided above, Offerors are to provide an itemized price quote for each of the following hypothetical scenarios with a "Grand Total" for all three. Enter the totals for each below.

Scenario #1 – The County is purchasing a property and we would like your firm to handle the closing for us. The sales price for the property is \$500,000 and we require owner's title insurance. This will be a cash transaction. The seller will have their own attorney.

Owners Title Policy Premium:	\$2,000.00
Title Commitment/Production Fee:	\$100.00
Title Search & Examination Fee:	\$195.00
Settlement Fee:	\$425.00
Title Update/Recordation Fee:	<u>\$95.00</u>
Total	\$2,815.00

Scenario #2 - The County is interested in the purchase of a property but is unsure of the current ownership. We request that your firm perform a title search and provide a title report.

Title Search & Examination Fee:	\$195.00
Status of Title Report:	<u>\$75.00</u>
Total	\$270.00

Scenario #3 - The County is gifting a parcel of land to the School Board, and they are required to have title insurance on it. There will be no formal closing per se, just the issuance of the insurance. The assessed value of the property is \$150,000.

Owners Title Policy Premium:	\$615.00
Title Commitment/Production Fee:	\$100.00 (if requested)
Title Search & Examination Fee:	\$195.00
Settlement Fee:	N/A
Title Update/Recordation Fee:	<u>\$95.00</u>
Total	\$1,005.00

Grand Total for Scenarios 1-3: \$4,090.00

VIII Exceptions

Responses to General Contract Terms and Conditions Contained in RFP

The General Contract Terms and Conditions stated in Section V of the County's RFP are enumerated below. Immediately after each provision, Stewart's response is stated in italics.

V. GENERAL CONTRACT TERMS AND CONDITIONS:

A. Annual Appropriations

It is understood and agreed that the contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The successful offeror ("Successful Offeror" or "contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

Stewart agrees to the provisions in Section V-A of the RFP without any modification.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable.
4. Notice of an award or intent to award may also appear on the Purchasing Office website:
[http:// henrico.us/finance/divisions/purchasing/](http://henrico.us/finance/divisions/purchasing/)

Stewart agrees to the provisions in Section V-B of the RFP without any modification.

C. Collusion

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with

any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

Stewart agrees to the provisions in Section V-C of the RFP without any modification.

D. Compensation

The Successful Offeror shall submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

Stewart agrees to the provisions in Section V-D of the RFP without any modification.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

Stewart agrees to the provisions in Section V-E of the RFP without any modification.

F. Termination by County

1. The County may terminate the Contract for cause or for convenience.

2. Termination for Cause

- a. If the Successful Offeror fails to perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it by a stated deadline.
- b. If the Successful Offeror fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Offeror. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.

- c. Unless the notice of termination states otherwise, the Successful Offeror shall stop performing the Contract when it receives the notice of termination.
- d. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination minus the County's cost to complete the Successful Offeror's work. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination. If the County's cost to complete the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.
- e. Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.
- f. If the Successful Offeror receives two notices of default, the County shall not be obligated to give the Successful Offeror the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.
- g. If it is determined that the Successful Offeror knowingly made a false certification in violation of the Responsible Offeror Certification section of this RFP, the County may terminate the contract for cause. In terminating the contract for this cause, the County shall not be obligated to give the Successful Offeror the opportunity to cure.
- h. If any act or omission of the Successful Offeror (including the Successful Offeror's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the County shall not be obligated to give the Successful Offeror the opportunity to

cure its default but may terminate the contract in accordance with this section.

- i. Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Offeror. Termination of the Contract for cause does not relieve the Successful Offeror of liability for damages the County sustains because of the Successful Offeror's breach.

2. Termination for Convenience

- a. The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.
- b. The County must give the Successful Offeror written notice of a termination for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
- c. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.
- d. Unless the County's notice specifies otherwise, the Successful Offeror must stop work on the date it receives the notice of termination.
- e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

Stewart agrees to the provisions in Section V-F of the RFP without any modification.

G. Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)

1. During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Stewart agrees to the provisions in Section V-G of the RFP without any modification.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin,

age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Stewart agrees to the provisions in Section V-H of the RFP without any modification.

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

Stewart agrees to the provisions in Section V-I of the RFP without any modification.

J. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

Stewart agrees to the provisions in Section V-J of the RFP without any modification.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

Stewart agrees to the provisions in Section V-K of the RFP without any modification.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

Stewart agrees to the provisions in Section V-L of the RFP without any modification.

M. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County.

Stewart agrees to the provisions in Section V-M of the RFP without any modification.

N. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any goods and/or services, the failure to provide any goods and/or services and/or the use of any services and/or goods furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

Stewart does not agree to Requirement N of the RFP. Stewart maintains Errors & Omissions Policies, Fidelity and Surety Bonds, Insurance for our workplace and offices, and believes that there is no need to provide further protection or indemnification to the County of Henrico, Virginia, as related to the RFP for title and settlement services.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from

claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (Attachment E)

Statement of Insurance attached with documents in Attachment E.

P. No Discrimination against Faith-Based Organizations

Henrico County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Stewart agrees to the provisions in Section V-P of the RFP without any modification.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with normal operations will be held to a minimum.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

Stewart agrees to the provisions in Section V-Q of the RFP without any modification.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to

irrevocably assign and does hereby irrevocably assign such rights to the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

Stewart agrees to the provisions in Section V-R of the RFP without any modification.

S. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

Stewart agrees to the provisions in Section V-S of the RFP without any modification.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

Stewart agrees to the provisions in Section V-T of the RFP without any modification.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County of Henrico to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA the County's internet site at <https://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>

Stewart agrees to the provisions in Section V-U of the RFP without any modification.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

Stewart agrees to the provisions in Section V-V of the RFP without any modification. Note that Due to Virginia UPL (Unauthorized Practice of Law) guidelines, Stewart will sub-contract the preparation of any deeds, and the closing of negotiated transactions, when requested, to licensed Virginia Attorneys.

Title research and update/recordation services are sometimes sub-contracted with independent title abstractors Amy Talbot and Keith Gilliam – copies of E&O declaration pages for each are attached as separate Exhibits to the proposal.

W. Taxes

1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between the County and the Successful Offeror, as the taxes shall be an

obligation of the Successful Offeror and not of the County, and the County shall be held harmless for same by the Successful Offeror.

2. The County is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

Stewart agrees to the provisions in Section V-W of the RFP without any modification.

X. Reserved

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Stewart agrees to the provisions in Section V-Y of the RFP without any modification.

Z. Environmental Management

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement:

https://henrico.us/pdfs/hr/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

Stewart agrees to the provisions in Section V-Z of the RFP without any modification.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by

- the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
 3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

Stewart agrees to the provisions in Section V-AA of the RFP without any modification.

BB Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. (Attachment C) Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Purchasing Director, his designee, or the County Manager.

4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
4. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

Stewart agrees to the provisions in Section V-BB of the RFP without any modification.

CC Payment Clauses Required by Va. Code § 2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification numbers to the County. Pursuant to Virginia Code § 2.2-4354, Successful Offerors who are individual contractors shall provide their social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject

to the same payment and interest requirements with respect to each lower-tier subcontractor.

6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

Stewart agrees to the provisions in Section V-CC of the RFP without any modification.

DD. CONTRACT PERIOD:

1. The contract period shall be from April 1, 2024 through March 31, 2025. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for (4) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
3. The Successful Offeror shall give at least ninety (90) days' written notice if they do not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of five (5) years.

Note that the title insurance underwriter, Stewart Title Guaranty Company, while a related company, could possibly publish and file revised rates for title insurance during the contract period with the Virginia Bureau of Insurance, outside of the control of Stewart Land Title Services, LLC. Stewart agrees to follow the published rates of the underwriter, whether they should remain the same, should decline or should increase during the contract period - for any title insurance product issued. Otherwise, Stewart agrees to the provisions in Section V-DD of the RFP without further modification.

EE. Non-Exclusive Contract

Nothing in this Request for Proposal constitutes an offer or promise to purchase any goods or services exclusively from the Successful Offeror. The County reserves the right to purchase goods and services similar to, or the same as, the goods and services that are subject to this Request for Proposal from other sources.

Stewart agrees to the provisions in Section V-EE of the RFP without any modification.

FF. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

Stewart agrees to the provisions in Section V-FF of the RFP without any modification.

GG. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

Stewart agrees to the provisions in Section V-GG of the RFP without any modification.

IX Assumptions

Stewart Title assumes that the title insurance, title research and title settlement services requested in the RFP are in compliance with Virginia Bureau of Insurance regulations and guidelines.

X Appendices

A. Sub-Consultants

Due to Virginia UPL (Unauthorized Practice of Law) guidelines, Stewart will sub-contract to Virginia Licensed Attorneys the preparation of any deeds, and the closing of negotiated transactions, when requested. In addition, Stewart has

Virginia Licensed attorneys on staff in this office and in other locations in Virginia, who are available to consult with the County as needed.

Title research and update/recordation services are sometimes sub-contracted with Amy Talbot and Keith Gilliam – copies of E&O declaration pages for each are attached.

B. Sample Documents

Pro-forma Title Commitment, Title Policy and Status of Title Report Sample Documents are attached as additional exhibits.

C. Exhibits

The following are attached as additional exhibits:

1. Stewart Title - Virginia Insurance Schedule of Charges - Effective 101422
2. Insurance Specifications – County of Henrico - Attachment E
 - a. 2024 Certificate of Liability Insurance - County of Henrico as Add. Insured
 - b. 2024 Errors & Omissions Insurance
3. Virginia Bureau of Insurance Licensing Status
4. Virginia State Corporation Commission – Entity Status & Misc. Filings
5. Bonding Information (Fidelity Bond & Surety Bond)

Appendix A

Sub-Consultants

- Amy Talbot E&O
- Keith Gilliam E&O
- Wood & Wood Biographies
 - Cheryl C. Wood, Esquire
 - Andrew W. Wood, Esquire



SURPLUS LINES
Title Agents Advantage
Professional Liability Insurance

Declarations Page

Issue Date 09/21/2023

Item 1. NAMED INSURED AND ADDRESS

Amy C Talbot LLC
5724 LAKE WEST TER
GLEN ALLEN, VA 23059

Item 2. POLICY PERIOD

Inception Date: 10/25/2023

Expiration Date: 10/25/2024

(12:01 AM standard time at the address shown in Item 1.)

Item 3. LIMIT OF LIABILITY

- a. \$1,000,000 for each **Claim**; not to exceed
- b. \$1,000,000 for all **Claims** in the Aggregate

Item 4. SUBLIMITS OF LIABILITY

Personal Injury

- a. \$1,000,000 for each **Claim**; not to exceed
- b. \$1,000,000 for all **Claims** in the Aggregate

Item 5. DEDUCTIBLE

- a. \$1,000 each **Claim**
- b. N/A for all **Claims** in the Aggregate

Item 6. SUPPLEMENTAL COVERAGE LIMIT AND DEDUCTIBLE

	LIMIT	DEDUCTIBLE
Disciplinary Proceedings	\$25,000 in the Aggregate	N/A
Consumer Financial Protection Bureau Defense	N/A in the Aggregate	N/A
Employee Dishonest Acts	N/A in the Aggregate	N/A
Loss of Earnings and Expense Reimbursement	\$500 per Day per Insured \$10,000 in the Aggregate	N/A

Item 7. PROFESSIONAL SERVICES

Title Abstractors and Searchers, Notary, Witness Closer/Mobile Closer/Signing Agent

Item 8. RETROACTIVE DATE

10/25/2004

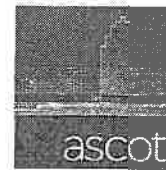
Item 9. PREMIUM FOR THE POLICY PERIOD

\$1,380.00

Total Premium:

\$1,380.00

Title Abstractor or Title Searcher Errors & Omissions Liability Insurance Policy



DECLARATIONS

Ascot Specialty Insurance Company

Policy Number: TUX-0593101

Renewal of Policy Number: TUX-0593100

Broker Name: TitlePac, Inc. - Oklahoma City, OK

This is a Claims-Made and Reported Policy. Subject to its terms and conditions, this Policy only covers **Claims** first made against the **Insured** during the **Policy Period** or **Extended Reporting Period**, if applicable, and reported to the Insurer in writing during the **Policy Period**, but in no event later than thirty (30) days after expiration or termination of this Policy, or during the **Extended Reporting Period**, if applicable. **Claims Expenses** are included within, and will reduce, the **Limits of Liability**. Please read the entire Policy carefully, and consult with your broker/agent or other professional to the extent you do not understand any terms or conditions of this Policy.

Item 1: NAMED INSURED - NAME AND ADDRESS

Keith A Gilliam
4610 W Grace St
Richmond, VA 23230

Description of Business: Abstractor / Searcher

Item 2: POLICY PERIOD

(A) Inception Date: 8/19/2023
(B) Expiration Date: 8/19/2024
at 12:01 a.m. both dates at the Address set forth in Item 1.

Item 3: LIMITS OF LIABILITY (INCLUSIVE OF CLAIMS EXPENSES)

Limits of Liability are:

(A) Each Claim: \$ 500,000
(B) Maximum Policy Aggregate: \$ 500,000

Subject to Extensions of Coverage and Sublimits summarized on Page 3 of Declarations.

Item 4: DEDUCTIBLE (SUBJECT TO CLAIMS EXPENSES)

(A) Each Claim: \$ 2,500

Item 5: RETROACTIVE DATE

Retroactive Date: 8/19/2014

Item 6: RATES/PREMIUM

Premium:	\$ 1,250.00
Surplus Lines Tax:	\$ 30.38
Stamping Fee:	\$ 0.34
Policy Fee:	\$ 100.00

Total Premium: \$ 1,380.72

Item 7: ADDITIONAL PREMIUM FOR OPTIONAL EXTENDED REPORTING PERIOD

OPTIONAL EXTENDED REPORTING PERIOD ("ERP")

One (1) Year Option ERP:	100% of Named Insured's last Annual Premium
Two (2) Year Option ERP:	150% of Named Insured's last Annual Premium
Three (3) Year Option ERP:	200% of Named Insured's last Annual Premium
Four (4) Year Option ERP:	225% of Named Insured's last Annual Premium
Five (5) Year Option ERP:	250% of Named Insured's last Annual Premium

Pursuant to Policy Section VIII.C.1, written notice for the ERP option should be sent to:

TitlePac, Inc.
3121 Quail Springs Pkwy Ste 210
Oklahoma City, OK 73134
underwriting@titlepac.com

Item 8: FORMS & ENDORSEMENTS

Forms and Endorsements made a part of this Policy at time of issue:
DEC 12/21, SOS End 001, ASC POL 12/21

Item 9: SERVICE OF SUIT

Jeff Sipos, General Counsel
Ascot Specialty Insurance Company
55 W 46th St
New York, NY 10036

Item 10: NOTICE OF CLAIM

In the event of a Claim, notice should be sent to:

Lancer Claims Services
681 S Parker Ste 200
Orange, CA 92868
Attn: Financial Services Professional Liability Dept
firstreports@lancerclaims.com

NOTICE TO THE INSURED: The insurance policy that you have applied for has been placed with or is being obtained from an insurer approved by the State Corporation Commission for issuance of surplus lines insurance in the Commonwealth, but not licensed or regulated by the State Corporation Commission of the Commonwealth of Virginia. Therefore you, the policyholder, and persons filing a claim against you are not protected under the Virginia Property and Casualty Insurance Guaranty Association Act (Va. Code Ann. §§38.2-1600 et seq.) of the Code of Virginia against default of the company due to insolvency. In the event of insurance company insolvency you may be unable to collect any amount owed to you by the company regardless of the terms of this insurance policy, and you may have to pay for any claims made against you. TitlePac Inc, License #101735, 3121 Quail Springs Pkwy 210, Oklahoma City OK 73134

This Declarations page, together with the Application for this Policy, the attached Policy form and all Endorsements thereto, shall constitute the contract between the insurer and the Insured. The Policy is valid only if signed below by a duly authorized representative of the Insurer.

In witness whereof, the Insurer issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

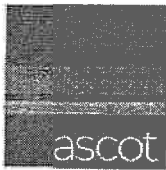
8/18/2023
Date


Authorized Representative

DEC 12/21
Page 2 of 3

Policy Extension of Coverage and Sub-Limits

	Policy Language	Sub-Limit / Extension	Does Policy Deductible Apply?	Reduces Policy Limits?
Deductible Waiver	II. Extensions of Coverage. A.	Deductibles of less than \$25,000 will be waived if Claim Expenses are incurred but no loss is paid, no suit filed or arbitration hearings begun.		
CFPB Expense Reimbursement	II. Extensions of Coverage. B.	\$100,000 aggregate	Yes	Yes
Negligent Failure to Prevent Dishonest Conduct	II. Extensions of Coverage. C.	\$25,000 aggregate	Yes	Yes
Disciplinary Proceedings	II. Extensions of Coverage. D.	\$3,500 proceeding / \$10,000 aggregate	No	No
Subpoena Compliance	II. Extensions of Coverage. E.	\$10,000 subpoena / \$10,000 aggregate	No	No
Reimbursement of Expenses	II. Extensions of Coverage. F.	\$500/day; \$10,000 claim / \$10,000 aggregate	No	No



SERVICE OF SUIT

Named Insured: Keith A Gilliam
Policy Number: TUX-0593101
Effective Date: 8/19/2023

Endorsement No: 001

It is hereby understood and agreed that *Ascot Specialty Insurance Company* may be sued upon any cause of action arising under any insurance contract made by *Ascot Specialty Insurance Company* or evidence of insurance issued or delivered by the producer, in the courts for the county(s) where the insurance provides coverage or in the courts of New York, New York where the insurer maintains its home office.

It is further agreed that service of process in such suit may be made upon the appropriate person at the state Department of Insurance, Secretary of State or other designee as provided for in specific state laws and/or regulations.

When service of process is made upon a statutory designee according to state law, such process should be provided via certified mail to:

Jeff Sipos, General Counsel
Ascot Specialty Insurance Company
55 W. 46th Street
New York, NY 10036

The above-named individual is authorized and directed to accept service of process on our behalf in any suit. It is further agreed that in any suit instituted against any Insured under this policy or otherwise upon this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

THIS IS A CLAIMS-MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS AND CONDITIONS, THIS POLICY ONLY COVERS **CLAIMS** FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** OR **EXTENDED REPORTING PERIOD**, IF APPLICABLE, AND REPORTED TO THE INSURER IN WRITING DURING THE **POLICY PERIOD**, BUT IN NO EVENT LATER THAN THIRTY (30) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE. **CLAIMS EXPENSES** ARE INCLUDED WITHIN, AND WILL REDUCE, AND MAY COMPLETELY EXHAUST, THE LIMITS OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY, AND CONSULT WITH YOUR BROKER/AGENT OR OTHER PROFESSIONAL ADVISOR TO THE EXTENT YOU DO NOT UNDERSTAND ANY TERMS OR CONDITIONS OF THIS POLICY.

WORDS THAT APPEAR IN BOLD PRINT HAVE SPECIAL MEANINGS AND ARE DEFINED SEPARATELY. WHENEVER A SINGULAR FORM OF A WORD IS USED, THE SAME WILL INCLUDE THE PLURAL WHEN REQUIRED BY CONTEXT.

In consideration of the payment of the premium, and in reliance upon the **Application** which shall be the basis of this Policy and deemed to be incorporated herein, and subject to all the terms and conditions of this Policy, the Insurer and the **Insured** agree as follows:

I. INSURING AGREEMENT

The Insurer shall pay on behalf of the **Insured** all sums in excess of the Deductible set forth in Item 4 of the Declarations which the **Insured** shall become legally obligated to pay as **Damages** and **Claims Expenses** resulting from **Claims** first made against the **Insured** during the **Policy Period**, or **Extended Reporting Period**, if applicable, for a **Wrongful Act** by an **Insured**, provided that:

- A. The **Wrongful Act** was first committed on or after the **Retroactive Date** and before the expiration of the **Policy Period**;
- B. No **Insured** gave notice to any prior insurer of such **Wrongful Act**;
- C. The **Insured** reported such **Claim** in writing to the Insurer, as soon as practicable, during the **Policy Period**, but in no event later than thirty (30) days after expiration of the **Policy Period**, or during the **Extended Reporting Period**, if applicable;
- D. Prior to the Inception Date set forth in Item 2.(A) of the Declarations, no **Insured** knew or could have reasonably foreseen that such **Wrongful Act** might give rise to a **Claim**; and
- E. There is no other policy or policies which provide insurance for such **Wrongful Act**.

II. EXTENSIONS OF COVERAGE

Subject to all other terms and conditions of this Policy, the following Extensions of Coverage shall apply:

A. Deductible Waiver

If the Insurer receives written notice of a **Claim** from the **Insured**, and the Insurer, at its sole discretion, incurs **Claim Expenses** to undertake measures to avoid any **Damages** as a result of the reported **Wrongful Act**, Insurer will waive the applicable Deductible and the Deductible will not have to be paid by the **Insured**.

However, the Deductible will not be waived, and will always be paid by the **Insured**, if the Deductible set forth in Item 4. of the Declarations is \$25,000 or greater, or a lawsuit is filed, or if arbitration hearings are begun, or if any **Damages** are paid in any settlement or judgement.

B. Consumer Financial Protection Bureau (CFPB) Reimbursement of Expenses

- 1) The Insurer shall reimburse the **Insured** for reasonable and necessary attorney's fees and costs incurred in responding to a **CFPB Matter** first commenced against an **Insured**, during the **Policy Period** and reported to the Insurer prior to the end of the **Policy Period** or any **Extended Reporting Period**, if applicable, provided that the **CFPB Matter** arises out of a **Wrongful Act** committed on or subsequent to the **Retroactive Date** as set forth under Item 5. of the Declarations for this Policy.
- 2) The maximum payment by the Insurer pursuant to this Section II. **Extensions of Coverage, B.**, shall be \$100,000 in the aggregate regardless of the number of **CFPB Matters** or the number of **Insureds**.
- 3) Pursuant to this Section II. **Extensions of Coverage, B.**:
 - (a) The Deductible, as set forth under Item 4. of the Declarations for this Policy, shall apply to any reimbursement of expense provided by this Endorsement;
 - (b) Payments made by the Insurer under this Endorsement will be included in the applicable Limit of Liability for Each **Claim** set forth in Item 3.(A) of the Declarations and not in addition thereto; and
 - (c) The Insurer shall not pay any amount until the conclusion of the **CFPB Matter** and payment shall only be made if such **CFPB Matter** has not resulted in a **Negative Outcome** for the **Insured**.

C. Negligent Failure to Prevent Dishonest Conduct

- 1) The Insurer shall reimburse the **Insured** for **Damages and Claims Expenses** resulting from a **Claim** first made against the **Insured** and reported to the Insurer during the **Policy Period**, or **Extended Reporting Period**, if applicable, for a **Wrongful Act** and alleging that:
 - (a) An **Insured** negligently failed to detect or prevent any **Dishonest Conduct** by any known or unknown non-insured; or
 - (b) An **Insured** facilitated or allowed **Dishonest Conduct** by negligently providing access to a computer network, voice mail system, email account, stationary, or information;provided that the **Claim** alleges a **Wrongful Act** that occurred on or subsequent to the **Retroactive Date** and that no **Insured** personally engaged in or knowingly acquiesced to the alleged **Dishonest Conduct**.
- 2) The maximum payment, including both reimbursement of **Damages and Claims Expenses**, by the Insurer pursuant to this Section II. **Extensions of Coverage, C.**, shall be \$25,000 regardless of the number of **Insureds** involved, **Claims** made, number of **Wrongful Acts**, or instances of **Dishonest Conduct**.
- 3) Pursuant to this Section II. **Extensions of Coverage, C.**:
 - (a) The Insurer will only reimburse amounts in excess of the Deductible set forth under Item 4. of the Declarations;
 - (b) Payments made by the Insurer shall reduce the Maximum Policy Aggregate set forth in Item 3.(B) of the Declarations; and
 - (c) The Insurer shall not pay any amount until the conclusion of the **Claim** and payment shall be made only if it is established by judgment or stipulation that the **Insured** did not personally engage in or knowingly acquiesce to any **Dishonest Conduct**.

D. Disciplinary Proceedings

- 1) In addition to the Limit of Liability, the Insurer shall reimburse the Insured solely for reasonable and necessary attorney's fees and costs incurred in responding to a **Disciplinary Proceeding** first commenced against an Insured and reported to the Insurer during the **Policy Period** or during the **Extended Reporting Period**, if applicable.
- 2) The maximum payment by the Insurer pursuant to this Section II. **Extensions of Coverage, D.**, shall be \$3,500 for Each **Disciplinary Proceeding**, subject to a Policy maximum of \$10,000, regardless of the number of **Disciplinary Proceedings**.
- 3) Pursuant to this Section II. **Extensions of Coverage, D.**:
 - (a) No payments made by the Insurer shall apply to the Deductible;
 - (b) Payments made by the Insurer do not reduce the applicable Limit of Liability for Each **Claim** set forth in Item 3.(A) of the **Declarations**; and
 - (c) The Insurer shall not pay any amount until the conclusion of the **Disciplinary Proceeding** and payment shall only be made if such **Disciplinary Proceeding** has not resulted in the suspension or revocation of the Insured's license.

E. Subpoena Compliance

- 1) In addition to the Limit of Liability, the Insurer shall pay reasonable attorney's fees and costs, subject to Section VI. **Defense, Consent, and Settlement**, in connection with the receipt of a subpoena, other than a **CFPB Matter**, by the Insured during the **Policy Period** or during the **Extended Reporting Period**, if applicable, for document production or representation in giving sworn testimony related to **Professional Services**, which is issued in connection with a lawsuit in which the Insured is not party.
- 2) The maximum payment by the Insurer pursuant to this Section II. **Extensions of Coverage, E.**, shall be \$10,000 for each Insured solely in connection with **Professional Services** rendered by such Insured, subject to a Policy maximum of \$10,000, regardless of the number of subpoenas.
- 3) Pursuant to this Section II. **Extensions of Coverage, E.**, no payments made by the Insurer shall apply to the Deductibles and payments made by the Insurer will not reduce the applicable Limit of Liability for Each **Claim** set forth in Item 3.(A) of the **Declarations**.

F. Reimbursement of Expenses Coverage

If the Insurer requests that the Insured attend hearings, depositions or trials to defend a **Claim**, the Insurer shall reimburse the Insured's actual loss of earnings and reasonable expenses due to such attendance up to \$500 per day. The maximum payment by the Insurer pursuant to this Section II. **Extensions of Coverage, F.**, shall be \$10,000 for each **Claim**, subject to a Policy maximum of \$10,000 regardless of the number of **Claims**.

III. DEFINITIONS

- A. **Application** means all signed applications, including attachments and other materials submitted therewith or referenced or incorporated therein, submitted by or on behalf of the Insured to the Insurer for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to, incorporated into and made a part of this Policy.
- B. **CFPB** means the Consumer Financial Protection Bureau pursuant to Section X of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. No. 111-203, 124 Stat. 13.76 (2010) (codified at 12 U.S.C. 5301) (hereinafter, the "Act").

C. CFPB Matter means:

- 1) A subpoena issued upon an **Insured** by the **CFPB**, pursuant to Section 1052 of the Act, for attendance, testimony of witnesses or production of documents or other materials;
- 2) A civil investigative demand, issued pursuant to Section 1052 of the Act, received by an **Insured** from the **CFPB**;
- 3) A hearing or adjudication proceeding with respect to an **Insured** conducted by the **CFPB** pursuant to Section 1053 of the Act; or
- 4) Any civil action commenced pursuant to Section 1054 of the Act by the **CFPB** against an **Insured**, including any appeal therefrom.

D. Claim means a demand for Damages or services received by an Insured alleging a Wrongful Act. Claim does not include a demand for non-monetary or injunctive relief or any criminal proceeding.

E. Claims Expenses means reasonable and necessary fees, costs and expenses incurred by the Insurer, or by the Insured with the prior written consent of the Insurer, consisting of fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, including the cost of appeal bonds, however, the Insurer shall not be obligated to apply for or furnish appeal bonds. Claims Expenses do not include salary charges, wages or expenses of partners, principals, officers, directors, members or employees of the Insured or the Insurer.

F. Controlling Interest means when an Insured or a member of an Insured's Immediate Family, or any entity other than the Named Insured, directly or indirectly:

- 1) Owns 10% or more of an interest in the entity;
- 2) Votes 10% or more of the issued and outstanding voting stock in the entity;
- 3) Elects 10% or more of the directors of an incorporated entity;
- 4) Receives 10% or more of the profits of the entity; or
- 5) Acts as general partner of a limited partnership, managing general partner of a general partnership, or comparable position in any other business enterprise.

G. Damages means a compensatory monetary amount for which an Insured may be held legally liable, including judgments, awards, or settlements negotiated with the prior approval of the Insurer, provided that Damages shall not include:

- 1) Commissions, fees, charges, entitlements, compensation, costs or expenses paid to or charged by an **Insured**, no matter whether claimed as disgorgement or restitution of specific funds, forfeiture, financial loss, setoff or otherwise, and injuries that are a consequence of any of the foregoing;
- 2) Money, assets, securities, negotiable instruments, property, or legal documents that any **Insured** has access to, or is in their possession, but refuses to pay to any third party for any reason;
- 3) Any amounts credited to any **Insured's** account;
- 4) Fines, sanctions, taxes, penalties or awards deemed uninsurable pursuant to any applicable law;
- 5) Punitive, exemplary, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 6) Equitable relief, or fees, costs or expenses incurred by an **Insured** to comply with any such equitable relief; or
- 7) Any amount or portion of any **Claim** that any **Insured** has agreed to pay to or reimburse any title insurer including, but not limited to, any amount that any **Insured** has agreed to pay under a title agency contract without the Insurer's written consent.

- H. **Disciplinary Proceeding** means any proceeding commenced by a regulatory or disciplinary official, board or agency with the authority to regulate **Professional Services**, and whose obligation is to investigate charges of professional misconduct arising solely from the rendering of or failure to render **Professional Services**.
- I. **Dishonest Conduct** means any dishonest, fraudulent, malicious, criminal, or intentionally wrongful conduct, acts, error or omissions, including but not limited to any misappropriation, conversion, embezzlement, intentional commingling, theft, theft by deception, identity theft, intentional misuse of confidential information, unauthorized access to a computer network, and intentional misrepresentation.
- J. **Extended Reporting Period** means the applicable period of time after the expiration or termination of the **Policy Period** for reporting **Claims** arising out of **Wrongful Acts** committed prior to the expiration of the **Policy Period** and on or subsequent to the **Retroactive Date**, and otherwise covered by this Policy.
- K. **Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by **Fungi**.
- L. **Immediate Family** means:
- 1) The **Insured**; or
 - 2) The **Insured's**:
 - (a) Spouse;
 - (b) Parent(s), adoptive parent(s) or step-parent(s);
 - (c) Sibling(s) or step-sibling(s); or
 - (d) Child(ren), adoptive child(ren) or step-child(ren).
- M. **Insured** means:
- 1) The **Named Insured**;
 - 2) Any past, present or future director, officer, partner, or employee of a **Named Insured**, solely in connection with the rendering of or failure to render **Professional Services** on behalf of the **Named Insured**;
 - 3) Any other individual or entity who is employed or retained by the **Named Insured** as an independent contractor, solely in connection with the rendering of or failure to render **Professional Services** on behalf of the **Named Insured**; provided always that the independent contractor does not constitute an **Insured** if another policy affords coverage for the provision of **Professional Services**, in any amount, regardless of whether such insurance is sufficient to cover the **Damages** sustained and regardless of whether notice or conditions necessary to trigger that coverage have been met;
 - 4) Any other individual or entity who is employed or retained by the **Named Insured** as a temporary worker, solely in connection with the rendering of or failure to render **Professional Services** on behalf of the **Named Insured**;
 - 5) The legal heir, executor, administrator or legal representative of any individual or entity which otherwise qualifies as an **Insured** under this section in the event of such **Insured's** death, incapacity or bankruptcy;
 - 6) The lawful spouse or domestic partner of any individual who qualifies as an **Insured**, above, for a **Claim** arising solely out of spousal or domestic partner status, and not out of any alleged independent **Wrongful Acts**, of such individual; and
 - 7) Any **Subsidiary**.

- N. **Interrelated Wrongful Acts** means **Wrongful Acts** that are temporally, logically or causally connected by any common nexus of any fact, circumstance, situation, or event, or which are the same, related or continuous acts, regardless of whether the **Claim** or **Claims** alleging such acts involve the same or different claimants, **Insureds** or legal causes of action. **Interrelated Wrongful Acts**, include, but are not limited to, all **Wrongful Acts** regarding placement or procurement of all insurance products of any one entity, including subsidiaries and affiliates, which becomes the subject of any bankruptcy, insolvency, rehabilitation, liquidation or reorganization proceeding.
- O. **Named Insured** means the person or entity set forth in Item 1. of the Declarations for this Policy.
- P. **Negative Outcome** means any finding, investigation or proceeding in a **CFPB Matter** that results in any fine or penalty by the **CFPB**.
- Q. **Personal Information** means an individual's identity with any one or more of the following: social security number; medical or healthcare data, or other protected health information; drivers license number or state identification number; credit card number or debit card number in combination with any required security code, access code or password that would permit access to that individual's financial account; or other nonpublic **Personal Information** as defined in a **Privacy Regulation**.
- R. **Personal Injury** means false arrest, detention or imprisonment, or malicious prosecution; libel, slander, oral or written publication of defamatory or disparaging material; wrongful entry or eviction; or invasion of the right of private occupancy.
- S. **Policy Period** means the period of time set forth in Item 2. of the Declarations or any shorter period that may occur as a result of a termination or cancellation in accordance with Section VIII. I and J. **General Conditions**.
- T. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, odors, noise, lead, oil or oil products, radiation, asbestos or asbestos-containing products waste and any electric, magnetic or electromagnetic field of any frequency. Waste includes, but is not limited to, medical waste, material to be recycled, reconditioned, or reclaimed.
- U. **Privacy Breach** means a violation of a **Privacy Regulation** or right of privacy.
- V. **Privacy Regulation** means any statute or regulation associated with the control, use, disclosure and/or dissemination of personally identifiable financial, medical or other sensitive information, including identity theft and privacy protection legislation that requires commercial entities that collect **Personal Information** to post privacy policies, adopt specific privacy controls, or notify individuals in the event that **Personal Information** has potentially been compromised.

W. Professional Services means the rendering of or failure to render the following services by any Insured on behalf of the Named Insured, for others for a fee or commission as specified by the Named Insured in the Application including but not limited to:

- 1) Title Insurance Agent;
- 2) Title Opinions or Title Certifications
- 3) Title Abstractor or Title Searcher;
- 4) Closing, Escrow or Settlement Agent;
- 5) Signing Agent or Witness Closer;
- 6) Notary Public, including Digital Notarization and Remote Online Notarization;
- 7) Public Records Searcher, including Uniform Commercial code searches;
- 8) Corporate Documents Searcher; or
- 9) Flood Zone Certifications.

X. Retroactive Date means the date set forth under Item 5. of the Declarations for this Policy.

Y. Subsidiary means any entity, other than a joint venture, in which the Named Insured has an ownership interest of greater than fifty percent (50%), provided that such entity:

- 1) Was owned at the inception date set forth in the Declarations for this Policy;
- 2) Becomes owned after the inception date set forth in the Declarations for this Policy, and its revenues do not exceed five percent (5%) of the Named Insured's revenues at the time it becomes so owned; or
- 3) Becomes owned after the inception date set forth in the Declarations for this Policy, and its revenues exceed five percent (5%) of the Named Insured's revenues at the time it becomes owned, provided the conditions set forth in Section VIII. D. General Conditions are satisfied.

Z. Wrongful Act means any negligent act, error or omission committed by an Insured, arising solely from the performance of Professional Services for others for a fee or commission. Wrongful Act does not include Dishonest Conduct by an Insured.

IV. EXCLUSIONS

This Policy does not apply to any Claim based upon, arising out of, directly or indirectly, in whole or in part, or in any way involving:

A. Any actual or alleged Dishonest Conduct by any person or entity, whether an Insured or a non-insured and whether known or unknown, at any time under any circumstances. This exclusion applies broadly to any claim that would not exist but for any actual or alleged Dishonest Conduct or any claim in which Dishonest Conduct was actually or allegedly a material part, including but not limited to any claim alleging that:

- 1) Any Insured engaged in any Dishonest Conduct;
- 2) Any Insured failed, through negligence or otherwise, to detect or prevent any Dishonest Conduct, whether by another Insured or a known or unknown non-insured;
- 3) Any Insured retained or supervised, negligently or otherwise, another Insured who engaged in Dishonest Conduct or failed to detect or prevent any Dishonest Conduct; or
- 4) Any Insured facilitated or allowed Dishonest Conduct by intentionally or unintentionally providing access to a computer network, voice mail system, email account, stationary, or information.

This exclusion, however, will not apply to the reimbursement of **Damages and Claims Expenses** provided in **Section II. Extensions of Coverage, C.**

- B. Any act or omission by any **Insured** in an action brought by or on behalf of any other **Insured**;
- C. Any demand or legal proceeding brought or maintained, directly or indirectly, by or on behalf of any entity:
 - 1) Wherein an **Insured** has a **Controlling Interest**;
 - 2) In which an **Insured** is:
 - (a) an officer
 - (b) a director;
 - (c) a partner;
 - (d) a trustee;
 - (e) a shareholder;
 - (f) a manager;
 - (g) an employee; or
 - (h) a member in the case of a Limited Liability Company; or
 - 3) Which wholly or partly owns, operates, or manages an **Insured**.
- D. Any demand or legal proceeding brought or maintained, directly or indirectly, by or on behalf of any governmental or quasi-governmental entity or Self-Regulatory Organization; provided that this Exclusion shall not apply to any **Claim** brought by or on behalf of such entity in its capacity as a client of an **Insured** and shall not apply to the coverage as provided in **Section II. Extensions of Coverage, B and D.**
- E. Any **Claim**, demand, suit, litigation or other proceeding pending against the **Insured**, or order, decree or judgment, of which the **Insured** is aware or reasonably should have been aware, entered for or against any **Insured** which was pending on or existed prior to the Inception Date set forth in Item 2.(A) of the Declarations, or the same or substantially the same facts, circumstances, situation or allegations underlying or alleged therein.
- F. Any rendering, by the **Insured**, of any service of a professional nature not specifically identified in **Section III. W. Definitions** of this Policy and referenced in the **Application**, including but not limited to the structuring of an exchange transaction under Internal Revenue Code § 1031 or services as an architect, engineer, accountant, lawyer, insurance agent/broker, property manager, real estate agent, real estate appraiser, real estate developer, registered investment adviser, and/or securities or commodities broker or dealer.
- G. Any actual or alleged purchase of insurance, with the sole exception of issuance of title insurance, or the failure to effect or maintain adequate levels or types of insurance.
- H. Any actual or alleged development or construction of property by any **Insured**.
- I. Any actual or alleged formation, syndication, operation, administration, reorganization, and/or dissolution of any limited partnership, limited liability company, or limited liability partnership.
- J. Any Real Estate Investment Trust, security, financial product or investment.
- K. Any actual or alleged beneficial ownership by any **Insured** in the property which is the subject matter of the **Claim**.
- L. Any actual or alleged use or operation of a motor vehicle.

- M. Any pension, profit sharing, health, welfare or other employee benefit plan, insurance plan or trust, or any violation of any provisions of the Employee Retirement Income Security Act of 1974 or any amendment, regulation, ruling or order issued pursuant thereto, or any similar provisions of any other federal, state or local law.
- N. Any financial inability or refusal to pay, insolvency, receivership, conservatorship, bankruptcy, or liquidation of any entity.
- O. Any actual or alleged liability of others assumed by an Insured under any written or oral contract or agreement, provided that this Exclusion shall not apply to the extent that the Insured would have been liable in the absence of such contract or agreement.
- P. Any actual or alleged representations, promises or guarantees as to the future value of any investment including but not limited to, representations, promises or guarantees as to interest rates, fluctuation in interest rates, future premium payments or market value(s).
- Q. Any actual or alleged gaining of personal profit or advantage to which an Insured is not legally entitled.
- R. Any actual or alleged violation of the rules or regulations of the Financial Industry Regulatory Authority, Securities and Exchange Commission, Securities Act of 1933, Securities Exchange Act of 1934, Investment Company Act of 1940, or the Investment Advisors Act of 1940, and any amendments thereto, or of any state securities statute or state regulatory agency.
- S. Any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants at any time. This exclusion includes any request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants, or a Claim or suit brought by or on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of Pollutants.
- T. Any actual or alleged liability from any pollution or contamination, at any time, as a result of oil and gas fracking.
- U. Any actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of:
 - 1) any Fungi or bacteria; or
 - 2) any substance, vapor or gas produced by or arising out of any Fungi or bacteria.

This exclusion includes any loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, Fungi or bacteria by any Insured or by any other person or entity.
- V. Any bodily injury, including sickness, injury, disease or death of any person, including any emotional distress, mental anguish, humiliation, or emotional injury; or injury to or destruction of any tangible property, including loss of use thereof, or theft.
- W. Any actual or alleged Claim arising out of, based upon or attributable to, directly or indirectly, or in any way involving any actual or alleged discrimination because of or based on, in whole or in part, a person's race, color, creed, religion, age, gender, national origin, sexual orientation or preference, disability, pregnancy or other protected status.

- X. Any actual or alleged sexual harassment including any actual or alleged unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature.
- Y. Any actual or alleged infringement of copyright; plagiarism, piracy or misappropriation of ideas; or infringement of title, slogan, trademark, trade name, trade dress, service mark or service name; or any patent or trade secret; or any unfair competition, deceptive advertising, anticompetitive acts, restraint of trade, price fixing, deceptive trade practices, racketeering-influenced corrupt organizations, and conspiracies regarding the same, or antitrust.
- Z. Any actual or alleged violation of:
 - 1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law,
 - 2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law, or
 - 3) Any statute, ordinance or regulation other than the TCPA or CAN-SPAM Act of 2003 that prohibits or limits the sending, transmitting, communicating, or distribution of material or information.
- AA. Any actual or alleged **Privacy Breach**.
- BB. Any actual or alleged notarized certification, acknowledgment or acceptance of:
 - 1) Signature, before the **Insured**, without the physical appearance, without eNotarization through use of electronic signature, or without use of a webcam remote notarization system before such notary public of the person who is or claims to be the person signing said instrument;
 - 2) Any document provided to the **Insured** and notarized by a party other than the **Insured** without the physical appearance, without eNotarization through use of electronic signature, or without use of a webcam remote notarization system before such notary public of the person who is or claims to be the person signing said instrument.
- CC. Any actual or alleged violations of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") or the Real Estate Settlement Procedures Act ("RESPA"), their amendments, or any regulations or orders promulgated pursuant thereto, provided that this exclusion shall not apply to the reimbursement of expenses as provided in Section II. **Extensions of Coverage, B.**
- DD. Any duty of any kind or nature to record, file, preserve, or perfect any legal, equitable, beneficial or other interest in any personal property, of any kind, on behalf of any party.
- EE. Any actual or alleged willful or intentional failure on the part of any **Insured** to comply with escrow instructions or underwriting or binding authority.
- FF. Any performance of **Professional Services** by an **Insured** who is not properly licensed to perform such **Professional Services**.
- GG. Any actual or alleged **Personal Injury**.
- HH. Any **Interrelated Wrongful Acts** where the first such **Wrongful Act** occurred prior to the **Retroactive Date**.
- II. Any disputes involving an **Insured's** client lists, or non-compete or similar agreements.
- JJ. Any deficiency or defects of title that are not recorded in the public records.

V. REPORTING AND NOTICE

A. Reporting of Actual Claims

In the event of a **Claim**, the **Insured** shall, as a condition precedent to exercising any right to coverage afforded by this Policy, forward to the Insurer, immediately, but in no event later than thirty (30) days after expiration of the **Policy Period** or during the **Extended Reporting Period**, if applicable, every demand, notice, summons and/or pleading received by such **Insured**. As soon as practicable thereafter the **Insured** will provide the Insurer with complete information and supporting documents regarding the facts and circumstances surrounding the **Claim**.

B. Reporting of Potential Claims

If, during the **Policy Period**, or any **Extended Reporting Period**, if applicable, an **Insured** first becomes aware of a **Wrongful Act** which might reasonably be expected to give rise to a **Claim**, and during the **Policy Period** gives written notice to the Insurer of such **Wrongful Act** as required below, then any **Claim** subsequently made against the **Insured** arising from such **Wrongful Act** or **Interrelated Wrongful Act** shall be deemed to have been first made during the **Policy Period**.

C. Reporting Requirements of Actual and Potential Claims

Written report of a **Claim** and a potential **Claim** must include:

- 1) The specific facts and circumstances which constitute the **Wrongful Act**, including the date(s) thereof, and the **Insured** and clients involved;
- 2) The date and circumstances by which the **Insured** became aware of such **Wrongful Act**; and
- 3) The **Damages** that may reasonably result therefrom.

D. Notice

- 1) In the event of a **Claim**, notice should be sent to the entity listed in Item 10 of the Declarations at the specified street or electronic mail address.
- 2) All correspondence should make reference to the Policy number set forth in the Declarations of this Policy.
- 3) The date of receipt by the entity specified in Item 10 of the notice of the **Claim** shall constitute the date such notice was provided to the Insurer.

VI. DEFENSE, CONSENT, AND SETTLEMENT

- A. The Insurer has the sole right to appoint defense counsel and the right and duty to defend any **Claim** covered by this Policy made against an **Insured**. The Insurer may settle, compromise, make ex-gratia payments in respect thereof and generally conduct any proceedings or actions related to the **Claim** as they see fit.
- B. As a condition precedent to exercising any right to coverage afforded by this Policy, the **Insured** agrees not to settle or offer to settle any **Claim**, incur any **Claims Expenses** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Insurer's prior written consent. The Insurer shall not be liable for any element of **Claim** incurred, for any obligation assumed, or for any admission made, by any **Insured** without the Insurer's prior written consent.

- C. The Insured, if required by the Insurer, shall attend all proceedings and alternative dispute resolution meetings and assist the Insurer in the giving of evidence and do and concur in doing whatever Insurers may require in connection with any Claim. The Insured shall provide the Insurer with such cooperation, assistance and information as the Insurer may request, all without charge to the Insurer. Upon the Insurer's request, all Insureds shall submit to examination by a representative of the Insurer, under oath if required.

VII. TERRITORY

This Policy applies to **Wrongful Acts** committed by an Insured anywhere in the world, provided that any Claim made or suit brought as a result of such **Wrongful Acts** must be brought against the Insured in the United States of America, its territories or possessions.

VIII. GENERAL CONDITIONS

A. Limits of Liability and Deductible

1) Limits of Liability

- (a) The Insurer's maximum liability for all **Damages** and **Claims Expenses** resulting from each Claim arising from a **Wrongful Act** or **Interrelated Wrongful Acts** shall be the Limits of Liability for Each Claim set forth in Item 3.(A) of the Declarations;
- (b) The Insurer's maximum aggregate Limits of Liability for all **Damages** and **Claims Expenses** resulting from all Claims covered by this Policy shall be the Maximum Policy Aggregate set forth in Item 3.(B) of the Declarations;
- (c) The Limits of Liability of the Insurer for any **Extended Reporting Period** shall be part of, and not in addition to, the Limits of Liability of the Insurer for the **Policy Period**; and
- (d) The Insurer shall have no obligation to pay **Damages** or **Claims Expenses**, or to defend or continue to defend any Claim after the Insurer's applicable Limit of Liability with respect to such Claim has been exhausted. If the Insurer's Limit of Liability set forth in Item 3. of the Declarations is exhausted prior to the expiration of this Policy, the Policy premium will be deemed fully earned.

2) Deductible

The Insurer shall only be liable for **Damages** and **Claims Expenses** which are in excess of the Deductible(s) set forth in Item 4. of the Declarations. The Deductible(s) shall apply separately to each Claim and shall be borne by the Insured and remain uninsured. For purposes of the Deductible(s), Claims arising out of one **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered as arising out of one **Wrongful Act**, and only one Deductible amount shall apply thereto. The Deductible shall not reduce or increase the Limits of Liability. The Insured's payment of the applicable Deductible is a condition precedent to payment by the Insurer of any amounts covered under the Policy, and the Insurer shall only be liable for the amount in excess of such Deductible, not to exceed the total Limit of Liability as stated in Item 3. of the Declarations. The Insured shall make direct payments within the Deductible to the appropriate parties designated by the Insurer.

3) Multiple Policies

If any **Wrongful Act** which is covered by this Policy is also covered to any extent by another policy also issued by the Insurer or any of its parents, subsidiaries or affiliates to the **Insured**, the total liability of the Insurer or its parents, subsidiaries or affiliates under either or both policies for the **Wrongful Act** shall not exceed the largest total Limit of Liability available under either policy.

B. Claims First Made

All **Claims** arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim**, and such **Claim** shall be deemed to be first made on the earliest date that:

- (a) Any of the **Claims** were first made, regardless of whether this Policy was in effect at the time; or
- (b) Notice was given by the **Insured** under this Policy or any prior policy of any **Wrongful Act** or **Interrelated Wrongful Act** which underlies such **Claim**.

C. Extended Reporting Periods

1) Extended Reporting Period

The right to purchase the **Extended Reporting Period** must be exercised by notice in writing not later than thirty (30) days following the non-renewal or cancellation date of this Policy, and must include payment of premium for the applicable **Extended Reporting Period**, as well as payment of all premiums and deductible obligations due the Insurer. If such notice is not so given to the Insurer, the **Named Insured** shall not be entitled to exercise such right at a later date.

Any **Extended Reporting Period** shall not apply if the **Named Insured** has any other applicable insurance.

The fact that this Policy may be extended by virtue of an **Extended Reporting Period** shall not in any way increase the Limits of Liability set forth in Item 3. of the Declarations or extend the **Policy Period**.

At the commencement of the **Extended Reporting Period**, the entire premium thereafter shall be deemed fully earned and in the event the **Named Insured** terminates the **Extended Reporting Period** before its expiration date, the Insurer shall not be liable to return any portion of the premium for the **Extended Reporting Period**.

2) Optional Extended Reporting Period

In the event of cancellation or non-renewal of this Policy by the **Named Insured** or the Insurer, for reasons other than non-payment of premium, the **Named Insured** may elect to purchase, subject to an additional premium stated in Item 7. of the Declarations depending on the Option requested, of the total annual premium, an **Extended Reporting Period** for a period of one (1), two (2), three (3), four (4) or five (5) years after the date of such cancellation or non-renewal to report to the Insurer any **Claim** which is first made during said period and which arises out of a **Wrongful Act** committed prior to cancellation or non-renewal and on or after the **Retroactive Date**.

The **Extended Reporting Period** shall be renewable at the sole option of the Insurer.

3) Retirement Extended Reporting Period

Upon the retirement from the **Named Insured**, any **Insured** who qualifies as an **Insured** shall be entitled to have issued an **Extended Reporting Period** endorsement, for 50% of the additional premium stated in Item 7. of the Declarations for the periods stated in Item 7. after the date of retirement, pursuant to this Section VIII. **C. Extended Reporting Periods** above. An **Insured's** right to the insurance of such an endorsement is conditioned on the following:

- (a) The **Insured** is at least fifty-five (55) years of age at the time of retirement; and
- (b) The **Insured** was employed by the **Named Insured** during the **Policy Period** and had been insured by the Insurer for five (5) or more consecutive **Policy Periods**; and
- (c) The **Insured** notifies the Insurer of his or her retirement and requests the issuance of an **Extended Reporting Endorsement** within thirty (30) days following cancellation, non-renewal or expiration of this policy; and
- (d) The conditions described above in Section VIII. **C. Extended Reporting Periods** have been met.

4) Death or Permanent Disability Extended Reporting Period

Any **Insured** who qualifies as an **Insured** and who dies or becomes permanently disabled, shall be entitled to an **Extended Reporting Period** endorsement for the additional premium as set forth in Item 7. of the Declarations, reduced by fifty (50) per cent. Such **Insured's** right to the issuance of an **Extended Reporting Period** is conditioned by:

- (a) The **Insured** was employed by the **Named Insured** during the **Policy Period** and suffered death or disability during the **Policy Period**;
- (b) In the event of disability, the **Insured** is totally and continuously disabled from the office of the **Named Insured** a minimum of six (6) months prior to the election of this option;
- (c) The **Insured** or **Insured's** representative provided to the Insurer satisfactory written evidence of death or permanent disability within ninety (90) days following the **Insured's** death or disability;
- (d) the **Insured** or **Insured's** representative notifies the Insurer of the death or disability and requests the issuance of an **Extended Reporting Period** within thirty (30) days following cancellation, non-renewal or expiration of the policy; and
- (e) The conditions described above in Section VIII. **B. Extended Reporting Periods** have been met.

D. Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the **Insured's** rights of recovery against any person or organization, and the **Insured** shall execute and deliver instruments and papers required, and shall do everything necessary to preserve and secure such rights, including the execution of such documents necessary to enable the Insurer effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insured**. The **Insured** shall do nothing to prejudice such rights.

Any amount so recovered shall be apportioned as follows: Any recovery shall first be used for the repayment of expenses incurred toward subrogation; second, to any **Claims Expenses** and/or **Damages** paid by the **Insured** in excess of any deductible; third, to any **Claims Expenses** and/or **Damages** payments by an excess carrier on behalf of the **Insured**; fourth, to any **Claims Expenses** and/or **Damages** payments by any primary carrier on behalf of the **Insured**; and last, to repayment of the **Insured's** deductible.

E. Acquisitions/Creations

If during the **Policy Period**, the **Named Insured**:

- 1) Acquires securities or voting rights in another entity or creates another entity, which as a result of such acquisition or creation becomes a **Subsidiary**; or
- 2) Acquires any entity by merger or consolidation; such entity shall be considered an **Insured** under this Policy for a period of ninety (90) days from the date of the acquisition or creation, but only for **Wrongful Acts** committed after the date of acquisition or creation. Coverage beyond ninety (90) days shall apply if:
 - (a) Written notice of such acquisition or creation is provided to the Insurer no later than ninety (90) days after the effective date of such acquisition or creation;
 - (b) The **Named Insured** provides the Insurer with information that it may require;
 - (c) The **Insured** accepts any special terms, conditions, exclusions, or additional premium charges as may be required by the Insurer;
 - (d) No **Insured** or individual of the acquired or created entity knew or could have reasonably foreseen that a **Claim** might be made; and
 - (e) The Insurer, at its sole discretion, agrees to provide such coverage.

If during the **Policy Period** the **Named Insured** ceases to have an ownership interest of greater than fifty percent (50%) in such entity, coverage under this Policy for such entity shall apply only to the **Wrongful Acts** taking place prior to the date the **Named Insured** ceased having an ownership interest of greater than fifty percent (50%).

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to the **Insured** persons of such **Subsidiary** shall continue until termination of this Policy but only with respect to **Claims** for **Wrongful Acts** taking place prior to the date such organization ceased to be a **Subsidiary**.

F. Other Insurance

This insurance shall apply in excess of any other valid and collectible insurance available to the **Insured**, whether primary, excess, contingent or on any other basis unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy. When this insurance is excess we will have no duty to defend any **Claim** that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the **Insured's** rights against all other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

G. Allocation

If a **Claim** includes both covered and uncovered allegations, or gives rise to both covered **Damages** and uncovered **Damages**, the **Insured** and the Insurer shall use their best efforts to allocate **Claim Expenses** and **Damages** between covered and uncovered matters. If no agreement can be reached between the Insurer and the **Insured**, the Insurer shall pay **Claims Expenses** which it reasonably believes to be covered under this Policy until a different allocation is negotiated or determined. Any negotiated or determined allocation of **Claims Expenses** in connection with a **Claim** shall be applied retroactively, notwithstanding any allocation applied with respect to any prior advancement. Any allocation or advancement of **Claims Expenses** in connection with a **Claim** shall not apply to or create any presumption with respect to any other allocation.

H. Reimbursement of the Insurer

If the Insurer has paid any **Damages** and/or **Claims Expenses** in excess of the applicable Limits of Liability, within the amount of the applicable Deductible or subject to the right to seek repayment, the **Insured** shall be liable to the Insurer for any and all such amounts and, upon demand, shall pay such amounts to the Insurer promptly. If it is negotiated or determined that any **Damages** or **Claims Expenses** are not covered under this Policy, the **Insured** agrees to repay the Insurer the amount of such **Damages** or **Claims Expenses** not covered.

I. Termination

This Policy shall terminate at the earliest of the following events:

- 1) Upon expiration of the **Policy Period** set forth in Item 2. of the Declarations, or the effective date of cancellation, if earlier; or
- 2) Ten (10) days after receipt by the **Named Insured** of a written notice of cancellation from the Insurer for failure to pay a premium due.

J. Cancellation

This Policy may be cancelled by the **Named Insured** by surrender of this Policy to the Insurer or by giving written notice to the Insurer stating when thereafter such cancellation shall be effective. This Policy may also be cancelled by the Insurer by mailing to the **Named Insured** by registered, certified, or other first class mail, at the **Named Insured's** address set forth in Item 1. of the Declarations, written notice stating when, not less than sixty (60) days thereafter (or ten (10) days thereafter when cancellation is due to non-payment of premium), the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice. If this Policy shall be cancelled by the **Named Insured**, the Insurer shall retain the customary short rate proportion of the premium hereon. If this Policy shall be cancelled by the Insurer, the Insurer shall retain the pro-rata proportion of the premium hereon. Premium adjustments and returns shall be made at the time cancellation is effective or as soon as possible after that time. Notwithstanding the foregoing, in the event that a **Claim** or potential **Claim** is reported under this Policy, no return premium will be provided. Payment or tender of unearned premium shall not be a condition of cancellation.

K. Named Insured - Sole Agent

The **Named Insured** shall be the sole agent of all **Insureds** hereunder for the:

- 1) Purpose of effecting or accepting any amendments to or cancellation of this Policy;
- 2) Purpose of receiving such notices as may be required by law and/or any provision(s) of this Policy;
- 3) Completing of any **Application** and the making of any representations;
- 4) Payment of any premium and the receipt of any return premium that may become due under this Policy;
- 5) Payment of any Deductible obligation, and
- 6) The exercising or declining to exercise any right under this Policy, including declining or exercising any **Extended Reporting Period**.

L. Alteration and Assignment

No change in, modification of, or assignment of, interest under this Policy shall be effective except when made by written endorsement signed by an authorized representative of the Insurer.

M. Action Against the Insurer

No action shall be taken against the Insurer unless, as a condition precedent thereto, the **Insured** has fully complied with all the terms and conditions of this Policy. In addition, no action shall be taken against the Insurer until the amount of any **Insured's** obligation or liability to a third party has been finally determined by an award or judgment against any **Insured** in an actual adjudicatory proceeding.

No person or entity shall have any right under this Policy to join any **Insured** in any action or proceeding against the Insurer to determine the Insurer's liability nor shall the Insurer be impleaded in an action or proceeding by any **Insured** or its legal representative.

No person or entity shall have any right under this Policy to join the Insurer as a party to any action against any **Insured** to determine such **Insured's** liability.

N. Dispute Resolution Process

In the event a dispute arises out of this Policy, the Insurer and the **Insured** shall participate in a non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. The mediation will take place in New York, New York and commence within 90 days of one party notifying the other party in writing of its intent to mediate the dispute. The parties shall share costs, but bear their own legal fees and expenses of the mediation. Either the Insurer or the **Insured** may commence a judicial proceeding or binding arbitration proceeding after ninety (90) days has passed from the termination of the mediation, provided that in the event that both the Insurer and the **Insured** commence either a judicial proceeding or binding arbitration, the party commencing first shall be entitled to have its proceeding take precedence over the party not filing first, and such party not filing first shall withdraw its judicial or binding arbitration proceeding until such time the proceeding filed by the party filing first has received a final determination. In the event of a binding arbitration, such proceeding shall be pursuant to such rules and procedures as the parties may agree. If the parties cannot agree, the arbitration shall be administered by the American Arbitration Association in accordance with its then prevailing Commercial Arbitration Rules. The arbitration panel shall consist of one arbitrator selected by the **Insured**, one selected by the Insurer, and the third independent arbitrator selected by the two party-appointed arbitrators. In any such arbitration, each party will bear its own legal fees and

expenses. The arbitration or any court proceeding shall take place in New York, New York. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrators are precluded from punitive, exemplary or treble damages however so denominated.

O. Entire Agreement

It is agreed that this Policy, together with the Declarations, endorsements and the **Application** as of the inception date of this Policy, constitute the entire agreement existing between the Insurer and the Insureds.

P. Titles

The titles of paragraphs, sections or any endorsements to this Policy are intended solely for convenience and reference, and are not deemed in any way to modify the provisions to which they relate.

Q. Application

By acceptance of this policy, the **Insured** reaffirms as of the effective date set forth in the Declarations that:

- 1) The **Application(s)** and all information communicated by the **Insureds** to the Insurer, either oral or written or electronically submitted, are true and accurate, are specifically incorporated herein, including all **Insureds'** agreements, personal representations and warranties;
- 2) The **Application**, and all such communicated information as set forth in Section VIII. **Q. Application 1.** above, shall be deemed material to the Insurer's issuance of this policy;
- 3) This Policy is issued in reliance upon the truth and accuracy of such representations;
- 4) This Policy embodies all agreements existing between the **Insureds** and the Insurer, or any of its agents, relating to this insurance; and
- 5) If any representation is false or misleading, this Policy shall be void from inception of this Policy.

R. Change In Licensure

It is a condition of the coverage afforded under the Policy that the facilities of the **Insured** and any **Insured** requiring a license to practice shall be licensed in accordance with all relevant federal, state and local requirements. The **Insured** warrants that as of the inception date of this Policy it has secured all relevant licenses.

If, during the **Policy Period**, any **Insured's** licensure status is altered by withdrawal, revocation, denial, suspension or failure to renew, the **Insured** shall give written notice of such change to Insurer within thirty (30) days of the change becoming effective. Following receipt of such notice, Insurer may elect, at their sole option, to revise any section or part of this Policy with respect to the **Insured**, with effect from such date of such withdrawal, revocation, denial, suspension or failure to renew. Such action does not waive any rights, options, or provisions of this Policy. Furthermore, Insurer will have no obligation to respond to any **Claim** arising out of any **Wrongful Act** which took place subsequent to the date of the withdrawal, revocation, denial, suspension or failure to renew.

APPLICATION FOR TITLE AGENTS, ABSTRACTORS & ESCROW AGENTS ERRORS AND OMISSIONS LIABILITY INSURANCE

NOTICES: This is an application for claims-made and reported insurance provided through the Insurer. Except as otherwise provided in the proposed policy, the policy shall only apply to claims first made against the Insureds during the policy period and reported in writing to the Insurer in accordance with the provisions of the policy.

It is important that the Applicant report any currently known claims or circumstances that could result in a claim to the Applicant's current Insurer or purchase extended reporting period from the Applicant's current Insurer to cover such Claims or Incidents. The Insurer will not provide coverage for Claims arising from facts or circumstances which are known by an Insured prior to the Inception Date of the proposed Policy and which could reasonably be expected to give rise to a covered Claim under the proposed Policy. Please read this entire Application carefully before signing.

****Every question below must be answered. Respond "N/A" to any question that does not apply.****

General Information	
1. Applicant Name:	<u>KEITH A GILLIAM</u>
2. Has the name or structure of the Applicant ever changed, or has there been an acquisition, consolidation, merger, dissolution, reconstitution or any other change?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", provide details: _____	
IF YOU HAVE RETRO COVERAGE, ANY PAST NAME, DBA OR ENTITY MUST BE NAMED ON THE POLICY FOR COVERAGE.	
3. Applicant Contact Name and Title:	<u>KEITH GILLIAM-OWNER</u>
a. Physical Address:	<u>4610 W GRACE STREET</u> City: <u>RICHMOND</u> State: <u>VA</u> Zip: <u>23230</u>
Please attached a listing of any additional Applicants and/or physical address of branch locations.	
b. Mailing Address: (if different)	_____
c. County:	_____
d. Website:	_____
e. Phone:	_____
f. Fax:	_____
g. E-Mail:	_____
4. Year Established:	_____

Officers & Owners				
5. List Officers/Owners and complete table below. Add additional page if more space is needed.				
Name	Age	Title	Ownership Percentage	Active in daily business?
KEITH GILLIAM	58	OWNER	100 %	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			%	<input type="checkbox"/> Yes <input type="checkbox"/> No
			%	<input type="checkbox"/> Yes <input type="checkbox"/> No

Current / Prior Insurance	
6. Does Applicant have E&O liability insurance currently in force?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", please complete the following:	
Current Carrier:	<u>ASCOT SPECIALTY INS CO</u>
Current Limits:	<u>\$ 500,000</u>
Deductible:	<u>\$ 2,500</u>
Expiration Date:	<u>08/19/2023</u>
Expiring Premium:	<u>\$ 1,585.27</u>
Retro or Prior Acts Date:	<u>08/19/2014</u>
Have you attached your current Declarations Page? <input type="checkbox"/> Yes	

Initials KAG

Requested Limits & Deductible			
Limit of Liability:	<input type="checkbox"/> 250,000 / 250,000	<input type="checkbox"/> 1,000,000 / 2,000,000	Deductible:
	<input checked="" type="checkbox"/> 500,000 / 500,000	<input type="checkbox"/> 1,000,000 / 3,000,000	<input checked="" type="checkbox"/> 2,500
	<input type="checkbox"/> 500,000 / 1,000,000	<input type="checkbox"/> 2,000,000 / 2,000,000	<input type="checkbox"/> 5,000
	<input type="checkbox"/> 1,000,000 / 1,000,000	<input type="checkbox"/> Other: _____	<input type="checkbox"/> 10,000
			<input type="checkbox"/> 25,000
			<input type="checkbox"/> 50,000
			<input type="checkbox"/> 100,000

Revenues & Services			
7. a. 12-Month Gross Revenues: Your retained commission after premium is paid to underwriters plus revenue from closing, escrow or title searches.		\$ 73,722.00	
b. What % of Revenue is:	Residential / Farm / Vacant Lots	Commercial	Oil & Gas
	95 %	5 %	%
8. What Services Do You Perform In-House? (choose all that apply)			
<input type="checkbox"/> Title Agent <input checked="" type="checkbox"/> Abstractor / Searcher			
<input type="checkbox"/> Escrow Agent / Closer <input type="checkbox"/> Witness Closer / Signing Agent			
<input type="checkbox"/> Other (describe): _____			
9. Are Services Performed by Outside Party?	% by Subcontractor	% by Title Underwriter	
Escrow Agent / Closer: NONE	0 %	N/A	
Abstractor / Searcher: NONE	0 %	0 %	
10. If subcontractors are shown in Question 9, are they required to carry their own E&O liability insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No			
a. If "Yes", the Applicant warrants and/or certifies that it will continue to require subcontractors to obtain and maintain E&O insurance during the life of this policy. <input type="checkbox"/> Yes			
Attach a current Declarations Page or Certificate of Insurance for each subcontractor. Number attached: _____			
b. If "No", what percent of your independent contractors carry E&O liability insurance? _____ %			

Experience	
11. Total number of professional employees:	1
12. Do all active Owners, Officers or Key Employees performing Professional Services have MORE than 3 years' experience?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Business Arrangements	
13. Is 20% or more of Applicant's work directly from builders during construction or development of property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Title Agent		
14. Who provides the title search? (choose all that apply): <input type="checkbox"/> In-House <input type="checkbox"/> Subcontractor <input type="checkbox"/> Title Underwriter		
15. List the top two Title Underwriters Applicant issues title policies for and the percentage of the Applicant's title agent revenues.		
Title Underwriter	% of Title Agent Revenues	% of Tfs. with Underwriter
	%	
	%	
16. During the last 10 years, other than lack of premium production, has Applicant's contract with any Title Underwriter been cancelled, non-renewed or terminated? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Abstractor / Searcher <input checked="" type="checkbox"/> N/A - No Abstractor / Searcher Revenue or Services (skip to next section)	
17. Who provides the title abstract / search? (choose all that apply):	<input checked="" type="checkbox"/> In-House <input type="checkbox"/> Subcontractor <input type="checkbox"/> Title Underwriter
18. Is Applicant (including staff and ownership) or its subcontractors, physically located outside of the U.S.A.?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19. How many abstract / search transactions does Applicant perform?	<u>80</u> Transactions <input checked="" type="checkbox"/> Per Month or <input type="checkbox"/> Per Year
20. What does Applicant charge for an individual search on average?	\$ <u>75</u>

Escrow Agent / Closer <input checked="" type="checkbox"/> N/A - No Escrow Agent / Closer Revenue or Services (skip to next section)	
21. Does Applicant perform any transactions where the only service provided is closing and/or settlement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
22. When changes are made to funding instructions (method, bank account, etc.), does Applicant verify the new instructions by phone with the parties involved in the transaction before releasing any closing funds?	<input type="checkbox"/> Yes <input type="checkbox"/> No
23. Does Applicant hold and disburse escrow funds for construction projects?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a. If "Yes", is a signed escrow agreement ALWAYS used to stipulate how and when construction funds will be paid from the escrow account?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. If "Yes", when construction escrow funds are paid, are the appropriate signed lien waivers or releases ALWAYS obtained from the construction contractor and their sub-contractors prior to funding?	<input type="checkbox"/> Yes <input type="checkbox"/> No
24. Does Applicant obtain a "gap" or "date down" search on the chain of title for any liens on the subject property prior to recording applicable closing documents or disbursing closing funds?	<input type="checkbox"/> Yes <input type="checkbox"/> No
25. Does Applicant perform a "post-closing" title search and/or obtain original filed documents to assure filing was made?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Claims History	
IF "YES" TO ANY OF THE FOUR FOLLOWING QUESTIONS, PLEASE COMPLETE THE CLAIMS ADDENDUM INCLUDED WITH THIS APPLICATION. ATTACH ADDITIONAL SHEETS AS NECESSARY.	
26. During the past five (5) years, has Applicant or any prospective Insured been involved in or have knowledge of any inquiry, investigation, complaint or notice from any State or Federal Authority regarding the activities, procedures or practices of the Applicant or any proposed Insured? If "Yes", please provide a written narrative for each circumstance.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
27. During the past five (5) years, has any professional liability claim or suit ever been made against any Applicant or prospective Insured? If "Yes", you must complete the attached claims addendum for each claim or suit.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
28. Does the Applicant or any prospective Insured know of any circumstances, acts, errors or omissions that could result in a professional liability claim against the Applicant? If "Yes", you must complete the attached claims addendum for each circumstance.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
FOR NEW BUSINESS, IT IS AGREED THAT IF ANY OF THE RESPONSES TO QUESTIONS 22 THRU 24 ARE "YES", ANY CLAIM OR CIRCUMSTANCE THAT COULD RESULT IN A CLAIM WILL BE EXCLUDED FROM THE PROPOSED COVERAGE.	

08/15/2023

Date

Keith A. Hill
Signature of Authorized Representative

OWNER

Title

By signing this application, the applicant agrees that after inquiry of all prospective insureds, no person proposed for coverage is aware of any fact or circumstance which reasonably might give rise to a future claim that would fall within the scope of the proposed coverage.

PLEASE SEND TO:	TITLE PAC	Email: underwriting@titlepac.com Fax: 918-683-6842 Ph: 800-331-9759
--------------------	------------------	--

Initials KAG

Page 3 of 4

NOTICE TO APPLICANT - PLEASE READ CAREFULLY

Receipt and review of this application does not bind the Insurer to provide this insurance.

It is agreed by the **Applicant** and the Insurer that the particulars and statements made in this application, together with all attachments to this application and any other materials submitted to the Insurer (all of which attachments and materials shall be deemed attached to the policy as if physically attached thereto) shall be the representations of the **Applicant** and the prospective Insureds. It is further agreed by the **Applicant** and the prospective Insureds that this policy, if issued, is issued in reliance upon the truth of such representations that are incorporated into and made part of this policy. After inquiry of all prospective Insureds, the undersigned authorized officer of the **Applicant** represents that the statements set forth in this application and its attachments and other materials submitted to us are true and correct. Signing of the application does not bind the **Applicant** or the Insurer.

The undersigned further declares that any event taking place between the date this application was signed and the effective date of the insurance applied for which may render inaccurate, untrue or incomplete any information in the application, will immediately be reported in writing to us and we may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance.

General Fraud Statement

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or, conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime and may subject such person to criminal and civil penalties.



**STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

August 15, 2023

KEITH A GILLIAM
KEITH A GILLIAM
4610 W GRACE STREET
RICHMOND, VA 23230

RE: Professional Liability/E&O coverage for Abstractor / Searcher

The undersigned hereby acknowledges that (s)he has instructed TitlePac, Inc. to place insurance coverage(s) for a twelve (12) month period beginning the effective date of the policy with the surplus lines company(ies) checked above, and understands that the insurance coverage(s) written are not subject to the protection and benefits of the VA Insurance Guaranty Association.

Keith A Gilliam / Owner
Name of Insured/Title

Keith A Gill
Signature/Date



SURPLUS LINES
Title Agents Advantage
Professional Liability Insurance

Declarations Page

Item 10. **ENDORSEMENTS EFFECTIVE AT INCEPTION:** See Schedule of Forms attached.

Item 11. **NOTICE TO INSURER**

Report a claim to the Company as required by Section G. Duties in the Event of Claim(s) or Potential Claim(s) to:

www.hanover.com/report-claim-online

The Hanover Atlantic Insurance Company, LTD

Care of: The Hanover Insurance Company

440 Lincoln Street
Worcester, MA 01653

National Claims Telephone Number: 508.855.6281

Facsimile: 508.635.1868

Email: proclaim@hanover.com

The Hanover Atlantic Insurance Company, Ltd.
C/O Marsh Management Services
Victoria Hall, 11 Victoria Street
PO Box hm 1826
Hamilton, HM 11, Bermuda
Tel 301-495-7722

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ABOVE.

In Witness Whereof, The Hanover Atlantic Insurance Company, Ltd. has caused this policy to be executed by is duly authorized officers.

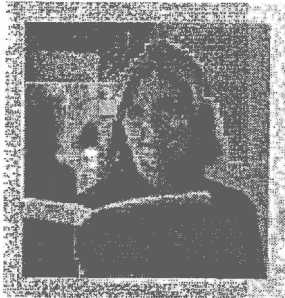
Bryan Salvatore
President

Nathaniel W. Clarkin
Treasurer



SCHEDULE A CONSULTATION
804-593-5718

HOME / ATTORNEY PROFILES / CHERYL C. WOOD



Cheryl C. Wood

Member

804-285-7447 phone

804-285-7446 fax

Email Cheryl C. Wood ›

Cheryl C. Wood

After receiving her B.A. from Westhampton College of the University of Richmond, Cheryl first worked as a school teacher and later as a legislative research associate at the Virginia Division of Legislative Services. In the latter role she developed her interest in the legal field. She went on to receive a J.D. degree from T. C. Williams School of Law at the University of Richmond, at a time when women were a definite minority in America's law schools.

She worked as an assistant attorney general for the Commonwealth of Virginia before entering the private general practice of law with her husband, Andy, in 1981 in Richmond. Her practice focuses on commercial and residential real estate transactions and closings, business law and estate planning. Cheryl is admitted to practice in all Virginia state courts and the United States Bankruptcy Court for the Eastern District of Virginia.

The right choices

Cheryl says, "I chose to specialize in areas that would allow me more time in the office than in court, so that I would be in a better position to raise our sons, and those choices have worked out well for me. I enjoy each one of my specialties and over the years have been able to develop a strong mastery of each."

She adds that both sons have become attorneys, one practicing as an associate with Wood & Wood and the other with a law firm in Portland, Oregon. She happily

<https://www.woodwoodlaw.com/attorney-profile/cheryl-c-wood/>

notes that her son and daughter-in-law in Portland have two wonderful sons.

Cheryl's outside interests include travel, antiques, gardening and reading. She has been an active volunteer in community projects and private organizations.

Education: Westhampton College, University of Richmond, B.A., T. C. Williams School of Law, University of Richmond, J.D.

Professional Activities: American Bar Association, Virginia Bar Association, Richmond Bar Association, Metropolitan Richmond Women's Bar Association

Experience: Wood & Wood, P. C., Partner, since 1981; Assistant Attorney General for the Commonwealth of Virginia; Legislative Research Associate, Virginia Division of Legislative Services

Practice Areas: General Practice, Business Law, Real Estate

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804-593-5718

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804-593-5718

HOME / ATTORNEY PROFILES / ANDREW W. WOOD



Andrew W. Wood

Member

804-285-7447 phone

804-285-7446 fax

Email Andrew W. Wood >

Martindale-Hubbell®



**Andrew W.
Wood**

5/5.0

Peer
Rating

Independently conducted by
Martindale

Andrew W. Wood

Andy Wood has been in private practice in Richmond since 1968. He grew up on Granite Avenue, three blocks from the site of his present office. After graduating from the University of Richmond with his LL.B. degree, Andy clerked for the Hon. John D. Butzner of the U. S. Court of Appeals and was later admitted to the Bar of the Supreme Court of the United States. He is one of only a small number of attorneys in Virginia to have argued before the U. S. Supreme Court.

Awards and Recognition

Andy is a Fellow of the American Law Foundation and the Virginia Law Foundation. He is also A V® rated, Martindale-Hubbell's highest rating for legal ability and ethical standards.

In 2005, Andy received the John C. Kenny ProBono Publico Award, presented by the Richmond Bar Association for contributions to legal aid for the needy, a policy he has followed since the beginning of his legal career. Fellow attorneys interviewed for an article at the time of the award describe Andy as an "old-style, small practitioner who does a lot of stuff quietly and well" and—referring to his volunteer pro bono work—as someone who "has taken on very difficult tasks and ... does a wonderful job."

Andy and his wife, Cheryl Wood, have practiced together since 1981. Their sons are both attorneys, one practicing with Wood & Wood and the other with a firm in

Education: University of Richmond, B. A., 1964; LL.B. 1967

Professional Activities: Richmond Bar Association, Virginia Bar Association, American Bar Association, Virginia Trial Lawyers Association, Richmond Criminal Bar Association (past President), Virginia State Bar, Third District Disciplinary Committee (former section Chairman)

Experience: Wood & Wood, P.C., Partner, since 1981; City of Richmond Circuit Court, Commissioner in Chancery, since 1987; Henrico County, former Assistant County Attorney; Virginia Commonwealth University, School of Business, former Adjunct Faculty in Labor Law; U. S. Court of Appeals for the 4th Circuit, Law Clerk to the Hon. John D. Butzner, Jr., 1967-1968.

Practice Areas: General Practice, Personal Injury, Business Law and Formation of Business Entities, Wills and Estates, Domestic Relations, Civil Trials and Criminal Defense.

SCHEDULE A CONSULTATION
804-593-5718

Wood & Wood, P.C. is located in Richmond, VA and serves clients in and around the Richmond area and Central Virginia as well as the Northern Neck.

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Appendix B

Sample Documents

- Pro-Forma Title Commitment
- Pro-Forma Title Policy
- Sample Status of Title Report



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

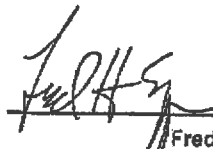
If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

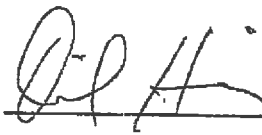
Countersigned by:

SAMPLE COMMITMENT

Stewart Land Title Services, LLC
9020 Stony Point Parkway Suite 135
Richmond, VA 23235
(804) 648-7600




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 01262-9784

ALTA Commitment For Title Insurance Without Arbitration (7-01-2021)

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AMERICAN
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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature by the Company or its Issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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ALTA Commitment For Title Insurance Without Arbitration (7-01-2021)

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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File No. 01262-9784

ALTA Commitment For Title Insurance Without Arbitration (7-01-2021)

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AMERICAN
LAND TITLE
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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION (INTENTIONALLY DELETED)

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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File No. 01262-9784

ALTA Commitment For Title Insurance Without Arbitration (7-01-2021)

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AMERICAN
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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Land Title Services, LLC
Issuing Office: 9020 Stony Point Parkway Suite 135, Richmond, VA 23235
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 01262-9784
Issuing Office File Number: 01262-9784
Property Address:
Revision Number:

1. Commitment Date: at 8:00 A.M.

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: Buyer Add

(b) 2021 ALTA® Loan Policy

Proposed Insured: Lender

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

5. The Land is described as follows:

STEWART TITLE GUARANTY COMPANY

SAMPLE COMMITMENT

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File No. 01262-9784

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 01262-9784

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

SAMPLE COMMITMENT

5. Payment to, or for the account of, the grantors or mortgagors of the full consideration for the estate or interest to be insured.
6. Payment of all taxes and assessments, levied and assessed against subject premises, which are due and payable.
7. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
8. Receipt of satisfactory Owner's Affidavit as to Mechanics' Liens and Possession stating that no improvements have been made to or contracted for on the captioned premises within the 122 days prior to settlement.
9. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:
 - a. *
10. *
11. NOTE: THIS COMMITMENT (substitute preliminary report or binder where appropriate) IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.
12. Such additional requirements and/or exceptions that the Company may deem necessary upon a full disclosure of all facts in the captioned transaction and upon a review of all documents.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 01262-9784

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

**ISSUED BY
STEWART TITLE GUARANTY COMPANY**

Requirements

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 01262-9784

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 2 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 01262-9784

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

NOTE: ITEMS NOS. 1 THROUGH 6 ABOVE WILL NOT APPEAR ON THE FINAL OWNER TITLE POLICY PROVIDED THAT THE REQUIREMENTS APPEARING UNDER SCHEDULE B, SECTION I, OF THIS COMMITMENT HAVE BEEN COMPLIED WITH.

7. SAMPLE COMMITMENT

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 01262-9784

VA ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 1



STEWART INFORMATION SERVICES CORPORATION
Updated August 29, 2023
GRAMM LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

**STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS**

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
 - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
 - Directly and indirectly from activity on Stewart's website or other applications.
 - From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our

service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at OptOut@stewart.com or
2. <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

This is a Pro Forma Policy, which provides no insurance coverage, furnished to or on behalf of the proposed insured. This pro forma does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an expressly written undertaking issued on the appropriate forms of the Company. This Pro Forma Policy solely indicates the form and content of the Policy which the Company may issue if all necessary documents are furnished, all acts are performed, and all requirements set forth in the title commitment covering this property (or that may be required by underwriting) are met to the satisfaction of the Company.



PROFORMA ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.

Countersigned by:

SAMPLE PROFORMA

Stewart Land Title Services, LLC
9020 Stony Point Parkway Suite 135
Richmond, VA 23235
(804) 648-7600
Agent ID:



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

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File No. 01262-9784

9010 ALTA Owner's Policy of Title Insurance Without Arbitration (07-01-2021) PF

Page 1 of 7 of Policy Serial No.: PROFORMA



5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i. (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the

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File No. 01262-9784

9010 ALTA Owner's Policy of Title Insurance Without Arbitration (07-01-2021) PF

Page 3 of 7 of Policy Serial No.: PROFORMA

AMERICAN
LAND TITLE
ASSOCIATION



delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as Insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.
When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:
 - i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
 - ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as Insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.



- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*
To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.
- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*
i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
i. the Amount of Insurance; or
ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
i. the Amount of Insurance will be increased by 15%; and
ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
ii. cures the lack of a right of access to and from the Land; or
iii. cures the claim of Unmarketable Title,
all as insured. The Company may do so by any method, including litigation and the completion of any appeals.



- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. Insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

- a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.
The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.
- b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.



17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Stewart Title Guaranty Company; Attention: Claims Department, P. O. Box 2029, Houston, TX 77252-2029.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION (INTENTIONALLY DELETED)

This is a Pro Forma Policy, which provides no insurance coverage, furnished to or on behalf of the proposed insured. This pro forma does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an expressly written undertaking issued on the appropriate forms of the Company. This Pro Forma Policy solely indicates the form and content of the Policy which the Company may issue if all necessary documents are furnished, all acts are performed, and all requirements set forth in the title commitment covering this property (or that may be required by underwriting) are met to the satisfaction of the Company.

ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d:

Issuing Agent: Stewart Land Title Services, LLC
Issuing Office: 9020 Stony Point Parkway Suite 135, Richmond, VA 23235
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 01262-9784
Property Address:

Name and Address of Title Insurance Company:

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252-2029

Policy Number: PROFORMA

Amount of Insurance:

Premium:

Date of Policy: "date and time of recording of deed"

1. The Insured is:

Buyer Add

2. The estate or interest in the Land insured by this policy is:

Fee Simple

3. The Title is vested in:

Buyer Add

4. The Land is described as follows:

SAMPLE PROFORMA



This is a Pro Forma Policy, which provides no insurance coverage, furnished to or on behalf of the proposed insured. This pro forma does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an expressly written undertaking issued on the appropriate forms of the Company. This Pro Forma Policy solely indicates the form and content of the Policy which the Company may issue if all necessary documents are furnished, all acts are performed, and all requirements set forth in the title commitment covering this property (or that may be required by underwriting) are met to the satisfaction of the Company.

ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021) SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File Number: 01262-9784

Policy Number: PROFORMA

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. **SAMPLE PROFORMA**
- 2.

End of Exceptions

Stewart Land Title Services, LLC

STATUS OF PUBLIC RECORDS REPORT

- **File #:** SAMPLE **Effective Date:** @ 8:00 a.m.

- **Property Description:**

- **Tax Assessments:**

The tax records indicate

Tax Assessment for the year :

Land:

Improvements:

Total:

Tax for the year:

Bill #

Tax Map#

**** PLEASE NOTE: This tax information is furnished for information purposes only. No liability of any nature whatsoever is assumed for errors as to these figures. Tax payment information must be independently confirmed with the appropriate taxing authority. No liability is assumed for the accuracy or veracity of any tax information provided herein.****

- **Open Liens of Record:**

- **Other Objections to Title:**

1. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, deficiency in quantity of ground, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.
3. Rights of tenants in possession under unrecorded leases.

- **The Subject Property is vested in the following:**

Page

Stewart Land Title Services, LLC

STATUS OF PUBLIC RECORDS REPORT

This STATUS OF PUBLIC RECORDS REPORT is not to be construed as an opinion of title or as title insurance. This STATUS OF PUBLIC RECORDS REPORT contains no legal opinions of any kind, and makes no representation or opinion as to the insurability or marketability of title. An ALTA Title Insurance Policy may be obtained through Stewart Land Title Services upon request.

This STATUS OF PUBLIC RECORDS REPORT contains summary information on the condition of title to the subject property for an inferred period of not less than 40 years, unless otherwise stated herein. This information is derived from documents and instruments disclosed from the public records contained in the jurisdictions in which the subject property is located. No inspection of the premises has been made, and no research has been undertaken in any court other than the local Circuit Court in which matters of title are customarily and routinely recorded or docketed.

Stewart Land Title Services undertakes no responsibility to provide information not set forth in the public records of the jurisdiction where the property is located as of the effective date, and shall have no liability for the accuracy or completeness of information set forth in recorded documents or other public records.

This report does not include facts as might be disclosed by an accurate survey, or facts relating to any rights of parties in possession. Nor does this report include any information regarding building locations, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants or declarations, deficiency in quantity of ground, environmental matters, presence of hazardous waste, or any other matters which would be disclosed by a physical inspection of the property.

Tax payment and assessment information are furnished for information purposes only. No liability of any nature whatsoever is assumed for errors as to any tax figures supplied herein.

Stewart Land Title Services expressly disclaims any liability hereunder to anyone other than the recipient of this report, who is The County of Henrico, Virginia, and/or its agents. By receipt of this report, the recipient of this report acknowledges and agrees that the report is prepared for the recipient's use and benefit only, and that this report may not be relied upon, delivered to, or utilized by any third party for any purpose whatsoever. Since an ALTA Title insurance policy may be obtained through Stewart Land Title Services, the maximum liability for negligence, errors, or omissions in or under this report and all continuations shall be limited for all purposes and in all cases to an amount not to exceed the actual fee(s) paid to Stewart Land Title Services for this report or \$2000.00, whichever amount is greater. Payment for this report and/or reliance thereon for any purpose shall be binding upon and constitute and confirm the express and complete agreement of the parties to each and all of the terms set forth herein. Notwithstanding anything to the contrary herein, the liability under this STATUS OF PUBLIC RECORDS REPORT shall terminate six months from the effective date and any continuations thereof.

SAMPLE

Stewart Land Title Services

Page

Stewart Land Title Services, LLC
STATUS OF PUBLIC RECORDS REPORT

EXHIBIT A

SAMPLE

Appendix C

Exhibits

- **Stewart Title - Virginia Insurance Schedule of Charges – Effective 101422**
- **Insurance Specifications – County of Henrico - Attachment E**
 - a. **2024 Certificate of Liability Insurance - County of Henrico as Add. Insured**
 - b. **2024 Errors & Omissions Insurance**
- **Virginia Bureau of Insurance Licensing Status**
- **Virginia State Corporation Commission – Entity Status & Misc. Filings**
- **Bonding Information (Fidelity Bond & Surety Bond)**



SCHEDULE OF CHARGES FOR USE IN THE COMMONWEALTH OF VIRGINIA

All inquiries concerning the charges related to title insurance and forms should be directed to your nearest Stewart Title Office.

John L. Killea, Esq.

Chief Legal Officer, General Counsel, & Chief Compliance Officer
Stewart Title Guaranty Company
1360 Post Oak Blvd., Suite 100
Houston, Texas 77056

Effective: 10/14/2022 replaces rates published effective 11/1/2020

VIRGINIA TITLE INSURANCE CHARGES



Effective: October 14, 2022

STANDARD ALTA POLICIES

Amount of Coverage	OWNER'S PREMIUM
Minimum policy charge:	\$300.00
Up to \$250,000	\$4.10/\$1,000
Over \$250,000 to \$500,000, add:	\$3.90/\$1,000
Over \$500,000 to \$1,000,000, add:	\$3.60/\$1,000
Over \$1,000,000 to \$2,500,000, add:	\$2.40/\$1,000
Over \$2,500,000 to \$5,000,000, add:	\$2.05/\$1,000
Over \$5,000,000 to \$10,000,000, add:	\$1.85/\$1,000
Over \$10,000,000 to \$20,000,000, add:	\$1.70/\$1,000

Amount of Coverage	LOAN PREMIUM
Minimum policy charge:	\$300.00
Up to \$250,000	\$3.05/\$1,000
Over \$250,000 to \$500,000, add:	\$2.90/\$1,000
Over \$500,000 to \$1,000,000, add:	\$2.40/\$1,000
Over \$1,000,000, to \$2,500,000, add:	\$1.90/\$1,000
Over \$2,500,000 to \$5,000,000, add:	\$1.60/\$1,000
Over \$5,000,000 to \$10,000,000, add:	\$1.25/\$1,000
Over \$10,000,000 to \$20,000,000, add:	\$1.10/\$1,000

ENHANCED COVERAGE ALTA POLICIES

Amount of Coverage	ENHANCED HOMEOWNER'S RESIDENTIAL OWNER'S PREMIUM
Minimum policy charge:	\$350.00
Up to \$250,000	\$4.92/\$1,000
Over \$250,000 to \$500,000, add:	\$4.68/\$1,000
Over \$500,000 to \$1,000,000, add:	\$4.32/\$1,000
Over \$1,000,000, to \$2,500,000, add:	\$2.88/\$1,000
Over \$2,500,000 to \$5,000,000, add:	\$2.52/\$1,000
Over \$5,000,000 to \$10,000,000, add	\$2.20/\$1,000

Amount of Coverage	ENHANCED RESIDENTIAL LOAN PREMIUM
Minimum policy charge:	\$350.00
Up to \$250,000	\$3.66/\$1,000
Over \$250,000 to \$500,000, add:	\$3.42/\$1,000
Over \$500,000 to \$1,000,000, add:	\$2.88/\$1,000
Over \$1,000,000, to \$2,500,000, add:	\$2.28/\$1,000
Over \$2,500,000 to \$5,000,000, add:	\$1.92/\$1,000
Over \$5,000,000 to \$10,000,000, add	\$1.52/\$1,000

Rate charge is per \$1,000. Standard Owner's and Loan Policy amounts over \$20,000,000, or ALTA Homeowner's and Enhanced Loan Policies over \$10,000,000 contact Stewart Title underwriting.



OTHER CHARGES:

Closing Protection Letters

The Company shall be paid the premium of **\$35.00** for each Closing Protection Letter (CPL) issued for transactions involving property lying within the Commonwealth of Virginia. **\$50** premium for each CPL over \$10 million dollars. No premium will be charged for Closing Protection Letters issued for transactions that are subsequently cancelled.

Endorsement Premium:

No charge for standard endorsements, **excluding** the ALTA 3 series and the ALTA 14 and higher series. Contact Stewart Title for charges on these excluded endorsements. Also note that endorsements issued to provide special coverage may incur extra-hazardous risk premium as determined by the company. The charge for such coverage may be based upon a percentage of the rate applicable to the policy, a fixed dollar amount, commensurate with the risk to be assumed, or a rate per thousand based upon the overall insured amount.

Decedents' Estates:

Extra Hazardous Risk Premium for decedent estate risks may be applicable in open estate situations, pursuant to Company guidelines and underwriting bulletins. When applicable, the premium for such is calculated at the rate of \$2.00 per \$1000 of value (based upon the sales price of the transaction), with a minimum charge of \$250.00 payable to the Company.

Modifications of Loan Policy By Endorsement:

Modifications of existing Stewart-insured loan policies by endorsement may be issued for a premium charge of 30% of the original title premium charge paid, **provided the original loan amount is NOT being increased.**

Modifications of existing Stewart-insured loan policies by endorsement may be issued for a premium charge of 30% of the original title premium charge paid, **plus** additional premium based upon applicable published standard loan rates in effect at the time of loan modification.



Refinance Charge

For residential refinance loan transactions involving improved one-to-four family residential properties, the residential refinance loan charge for a Standard and Enhanced ALTA Loan Policy is 70% of the policy charge and shall be applied as to the face amount of the new deed of trust, subject to the minimum premium charges as set forth above. A refinance loan transaction is a transaction in which the loan proceeds are used for any purpose other than the financing of the acquisition of the property in a concurrent purchase transaction. Refinance rate charges do not apply to commercial transactions. No prior policy needs to be obtained in connection with the use of refinance rates.

Simultaneous Issue Rate:

\$200.00 per loan policy up to the face amount of the owner's policy is the simultaneous fee charge. In the event, that the value of loan policy should exceed the value of the owner's policy, any excess amount shall be calculated based upon applicable standard or enhanced policy rates.

Timeshares:

\$60 minimum up to \$20,000.00, with regular charges over \$20,000.00.

Notes:

- Owners' policies are to be issued for the full consideration of the property.
- Loan policies are not to be issued for less than the full amount of the loan.
- Standard leasehold policies are issued at the standard owners' charges.
- Scheduled charges do **NOT** include any costs incidental to title insurance (e.g., title search and/or examination fees, commitment and/or final policy preparation, recordation, etc.) and any of these fees are **NOT to be charged with title insurance premiums.**
- An extra hazardous risk premium fee *may* be charged on construction loan policies and new construction outsale policies requiring affirmative mechanic's lien coverage. Contact your Stewart Title underwriter who will advise when/if these extra hazardous risk fees are to be charged.
- Stewart Title Guaranty Company reserves the right to charge additional premium fees for extra hazardous risks and coverages.
- Contact Stewart Title for rates when issuing the ALTA U.S. Policy, the STG Home Equity Policy, the ALTA Junior Lien Policy, or other title insurance products not delineated herein.

**ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS**

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. **The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance -	\$100,000 for each Accident by employee
	\$100,000 for each Disease by employee
	\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- | | |
|---------------|--|
| Yes/No | Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional) Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties. |
| Yes/No | Cyber Liability - \$2,000,000 Per Occurrence
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information. |
| Yes/No | Abuse and Molestation Coverage - \$1,000,000 Per Occurrence
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided. |
| Yes/No | Pollution Liability - \$1,000,000 Per Occurrence
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels. |
| Yes/No | Explosion, Collapse & Underground Coverage (XCU)
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work. |
| Yes/No | Builders Risk Coverage
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim. |
| Yes/No | Other as Specified Below
Title Agents Errors and Omissions Coverage and Real Estate Agents Errors & Omissions Coverage – Minimum of \$1,000,000 per occurrence. |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA LLC.
500 Dallas St., Suite 1500
Houston, TX 77002

CONTACT
NAME:
PHONE
(A/C, No. Ext): FAX (A/C, No.):
E-MAIL
ADDRESS:

CN102702886-GAWU-23-24

INSURED
Stewart Information Services Corporation
1360 Post Oak Blvd., Suite 100, MC #16-4
Houston, TX 77056

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Great Northern Insurance Company		20303
INSURER B : Federal Insurance Company		20281
INSURER C : N/A		N/A
INSURER D : ACE American Insurance Company		22867
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

HOU-004087934-01

REVISION NUMBER: 16

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		3538-85-91	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		73264868	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	(24) 7177-15-51 (AK,FL,GA,HI,NM,NY,OK,OR,WI) (24) 7165-48-21(AOS) (24) 71719829 (AK)	12/31/2023 12/31/2023 12/31/2023	12/31/2024 12/31/2024 12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Stewart Land Title Services, LLC, formerly Kanawha Land Title Services, LLC; 9020 Stony Point Parkway - Suite 135, Richmond, VA 23235.

County of Henrico, Virginia and Henrico County Public Schools are included as additional insured where required by written contract with respect to General Liability. The General Liability insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER

County of Henrico, Virginia and
Henrico County Public Schools
4301 East Parham Rd
Henrico, VA 23228

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

Endorsement

Policy Period December 31, 2023 - December 31, 2024
Effective Date December 31, 2023
Policy Number 3538-85-91 HOU
Insured STEWART INFORMATION SERVICES CORPORATION
Name of Company GREAT NORTHERN INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB

Liability Endorsement (continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

ANY PERSON OR ORGANIZATION THAT THE INSURED CONTRACTUALLY
COMMITTS TO PRIOR TO A LOSS OR OCCURRENCE.

All other terms and conditions remain unchanged.

Authorized Representative



Policy Conditions

Endorsement

<i>Policy Period</i>	December 31, 2023 - December 31, 2024
<i>Effective Date</i>	December 31, 2023
<i>Policy Number</i>	3538-85-91 HOU
<i>Insured</i>	STEWART INFORMATION SERVICES CORPORATION
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

**Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel**

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

ANY FAILURE BY US TO NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) WILL NOT:

- IMPOSE ANY LIABILITY OR OBLIGATION OF ANY KIND UPON US; OR
- INVALIDATE SUCH CANCELLATION.

Schedule

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Conditions
(continued)

Authorized Representative



CHUBB

Liability Insurance

Endorsement

Policy Period December 31, 2023 - December 31, 2024
Effective Date December 31, 2023
Policy Number 3538-85-91 HOU
Insured STEWART INFORMATION SERVICES CORPORATION
Name of Company GREAT NORTHERN INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS
STOP GAP
STOP GAP - OHIO

Conditions

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization**

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

AS REQUIRED BY WRITTEN CONTRACT.

All other terms and conditions remain unchanged.

Authorized Representative



Title Agents, Abstractors & Escrow Agents

Errors & Omissions Liability Insurance Policy



DECLARATIONS

Ascot Specialty Insurance Company

Policy Number: TUS-0556001

Renewal of Policy Number: TUS-0556000

Broker Name: BACON INSURANCE GROUP - RICHMOND, VA

This is a Claims-Made and Reported Policy. Subject to its terms and conditions, this Policy only covers **Claims** first made against the **Insured** during the **Policy Period** or **Extended Reporting Period**, if applicable, and reported to the Insurer in writing during the **Policy Period**, but in no event later than thirty (30) days after expiration or termination of this Policy, or during the **Extended Reporting Period**, if applicable. **Claims Expenses** are included within, and will reduce, the Limits of Liability. Please read the entire Policy carefully, and consult with your broker/agent or other professional to the extent you do not understand any terms or conditions of this Policy.

Item 1: NAMED INSURED - NAME AND ADDRESS

Stewart Land Title Services LLC fka Kanawha Land Title Services LLC
9020 Stony Point Pkwy Ste 135
Richmond, VA 23235

Description of Business: Closing / Escrow Agent, Title Agent

Item 2: POLICY PERIOD

(A) Inception Date: 6/18/2023

(B) Expiration Date: 6/18/2024

at 12:01 a.m. both dates at the Address set forth in Item 1.

Item 3: LIMITS OF LIABILITY (INCLUSIVE OF CLAIMS EXPENSES)

Limits of Liability are:

(A) Each Claim: \$1,000,000

(B) Maximum Policy Aggregate: \$1,000,000

Subject to Extensions of Coverage and Sublimits summarized on Page 3 of Declarations.

Item 4: DEDUCTIBLE (SUBJECT TO CLAIMS EXPENSES)

(A) Each Claim: \$ 5,000

Item 5: RETROACTIVE DATE

Retroactive Date: 6/19/2003

Item 6: RATES/PREMIUM

Premium: \$ 8,771.00

Surplus Lines Tax: \$ 206.35

Stamping Fee: \$ 2.29

Policy Fee: \$ 400.00

Total Premium: \$ 9,379.64

Item 7: ADDITIONAL PREMIUM FOR OPTIONAL EXTENDED REPORTING PERIOD

OPTIONAL EXTENDED REPORTING PERIOD ("ERP")

One (1) Year Option ERP:	100% of Named Insured's last Annual Premium
Two (2) Year Option ERP:	150% of Named Insured's last Annual Premium
Three (3) Year Option ERP:	200% of Named Insured's last Annual Premium
Four (4) Year Option ERP:	225% of Named Insured's last Annual Premium
Five (5) Year Option ERP:	250% of Named Insured's last Annual Premium

Pursuant to Policy Section VIII.C.1. written notice for the ERP option should be sent to:

TitlePac, Inc.
3121 Quail Springs Pkwy Ste 210
Oklahoma City, OK 73134
underwriting@titlepac.com

Item 8: FORMS & ENDORSEMENTS

Forms and Endorsements made a part of this Policy at time of issue:
DEC 12/21, SOS End 001, ASC POL 12/21

Item 9: SERVICE OF SUIT

Jeff Sipos, General Counsel
Ascot Specialty Insurance Company
55 W 46th St
New York, NY 10036

Item 10: NOTICE OF CLAIM

In the event of a Claim, notice should be sent to:

Lancer Claims Services
681 S Parker Ste 200
Orange, CA 92868
Attn: Financial Services Professional Liability Dept
firstreports@lancerclaims.com

NOTICE TO THE INSURED: The insurance policy that you have applied for has been placed with or is being obtained from an insurer approved by the State Corporation Commission for issuance of surplus lines insurance in the Commonwealth, but not licensed or regulated by the State Corporation Commission of the Commonwealth of Virginia. Therefore you, the policyholder, and persons filing a claim against you are not protected under the Virginia Property and Casualty Insurance Guaranty Association Act (Va. Code Ann. §§38.2-1600 et seq.) of the Code of Virginia against default of the company due to insolvency. In the event of insurance company insolvency you may be unable to collect any amount owed to you by the company regardless of the terms of this insurance policy, and you may have to pay for any claims made against you. TitlePac Inc, License #101735, 3121 Quail Springs Pkwy 210, Oklahoma City OK 73134

This Declarations page, together with the **Application** for this Policy, the attached Policy form and all Endorsements thereto, shall constitute the contract between the Insurer and the **Insured**. The Policy is valid only if signed below by a duly authorized representative of the Insurer.

In witness whereof, the Insurer issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

6/22/2023

Date


Authorized Representative

DEC 12/21
Page 2 of 3

Bureau of Insurance

Producer Details

 [Back](#)

Agency License Information

Name STEWART LAND TITLE SERVICES LLC
Status Active
Address PO BOX 17214
City RICHMOND
State VA
Zip 23226
Phone (804) 648-7600
Toll (804) 588-3730
Email takers@stewart.com
Website
State of Residency Virginia
Virginia License Number 115519
NPN (National Producer Number) 7703626

Alias(s)

Name	Alias Type
KANAWHA LAND TITLE SERVICES LLC	Former Name

License(s) Detail

License	License Status	Effective Date	Expiration Date*						
<i>Producer</i>	Active	6/6/2003	5/1/2025						
	<table><tr><td>Qualification</td><td>Status</td><td>Effective Date</td></tr><tr><td>Title</td><td>Active</td><td>6/6/2003</td></tr></table>	Qualification	Status	Effective Date	Title	Active	6/6/2003		
Qualification	Status	Effective Date							
Title	Active	6/6/2003							
<i>Title Settlement Agency</i>	Active	5/12/2006	5/1/2025						
	<table><tr><td>Qualification</td><td>Status</td><td>Effective Date</td></tr><tr><td>Settlement Agent</td><td>Active</td><td>5/12/2006</td></tr></table>	Qualification	Status	Effective Date	Settlement Agent	Active	5/12/2006		
Qualification	Status	Effective Date							
Settlement Agent	Active	5/12/2006							

* Licenses renew by May 1 every odd year. For more information, visit [License Renewals](#).

Active Associations/Designated Licensed Producer (DLP)

	License Number	NPN Number	Producer Name	DLP Type	Begin Date
View	583121	3068458	AKERS, TIMOTHY LAWRENCE	Designated Lic. Producer-TSA	4/16/2012

View	583121	3068458	AKERS, TIMOTHY LAWRENCE	Designated Licensed Producer	5/2/2017
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Active Appointment Information

	Appointment Type	Effective Date	Company Affiliation	Company Number
View Company	Title	6/20/2003	STEWART TITLE GUARANTY COMPANY	50121

Supported Browsers

Need additional information? Contact sccinfo@scc.virginia.gov Website questions? Contact: webmaster@scc.virginia.gov

Adobe Acrobat PDF Reader Microsoft Office Online Applications: (Excel, PowerPoint, Word)

Entity Information

Entity ID: S0981979

Entity Type: Limited Liability Company

Entity Status: **Active**

Series LLC: No

Reason for Status: Active

Formation Date: 05/29/2003

Status Date: 05/21/2008

VA Qualification Date: 05/29/2003

Period of Duration: Perpetual

Industry Code: 35 - Insurance Agencies

Annual Report Due Date: N/A

Jurisdiction: VA

Charter Fee: N/A

Registration Fee Due Date: Not Required

RA Type: Entity

Locality: HENRICO COUNTY

RA Qualification: BUSINESS ENTITY THAT IS
AUTHORIZED TO
TRANSACTION BUSINESS IN
VIRGINIA

Name: C T CORPORATION
SYSTEM

Registered Office Address: 4701 Cox Rd Ste 285, Glen
Allen, VA, 23060 - 6808,
USA

Address: 9020 Stony Point Pkwy Ste
135, Richmond, VA, 23235 -
1953, USA

(https://www.scc.virginia.gov/civ/cik_contact.aspx)

Filing History RA History Name History Previous Registrations Protected Series
(<https://www.facebook.com/VirginiaStateCorporationCommission>) (<https://twitter.com/VASateCorpComm>)

Garnishment Designees

Image Request

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Return to Search

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Back to Login

Commonwealth of Virginia
State Corporation Commission
Office of the Clerk
Entity ID: S0981979
Filing Number: 2207134735898
Filing Date/Time: 07/13/2022 10:56 AM
Effective Date/Time: 07/13/2022 10:56 AM

Entity Name: Stewart Land Title Services, L.L.C. Entity Type: Limited Liability Company
Entity ID: S0981979 Formation Date: 05/29/2003
Status: Active

Current principal office address on record: 1802 BAYBERRY CT STE 305, RICHMOND, VA, 23229 - 0000, USA
Changed to: 9020 Stony Point Pkwy Ste 135, Richmond, VA, 23235 - 1953, USA

Date Signed: 07/13/2022

Executed in the name of the limited liability company by:

Entity Name	Entity Type	Printed Name	Signature	Title
Stewart Land title Services, LLC	Limited Liability Company	Elizabeth Akers	Elizabeth Akers	Office Manager



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

February 13, 2015

CT CORPORATION SYSTEM
4701 COX ROAD, SUITE 285
GLEN ALLEN, VA 23060

RECEIPT

RE: Stewart Land Title Services, L.L.C.

ID: S098197 - 9

DCN: 15-01-28-0260

Dear Customer:

This receipt acknowledges payment of \$25.00 to cover the fee for filing articles of amendment for a limited liability company with this office.

Note: Prior to the effective date of this filing, the name of the above-referenced limited liability company was Kanawha Land Title Services, L.L.C..

The effective date of the amendment is February 13, 2015.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

RECEIPTLC
LCNCD
CIS0363

P.O. Box 1197, Richmond, VA 23218-1197
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-9206

1502060143

1502060143

ENTITY NAME: Kanawha Land Title Services LLC

Name availability done in:

Initials:

Conflict with ID #:

eFile: AK

CIS: AK

ENTITY ID #: 50981979

2/4 AK
DCN #: 150128 0260 025

CHARTER EXAMINER WORKSHEET

CHARTER / ENTRANCE FEE _____

JURISDICTION: _____

FILING FEE 25

SPECIAL EFFECTIVE DATE / TIME

EXPEDITE FEE(S) _____

TOTAL FEES 25

INDUSTRY CODE: _____

AMENDMENT OR OTHER INFORMATION:

SEND COPY TO: _____

OK J02/12/15

A/N

SCC-CLERK'S OFFICE
OPERATIONS
2015 JAN 28 PM 3:37

COPYWORK REQUESTED:

CORRESPONDENT:

AMOUNT AVAILABLE
FOR COPYWORK:

MAIL

CALL

FAX

FED EX

1502060143

CIS0343

CIS

02/04/15

1

36

LLCM3220

LLC DATA INQUIRY

15:12:28

LLC ID: ✓S098197 - 9

STATUS: 00 ✓ACTIVE

STATUS DATE: 05/21/08

LLC NAME: ✓Kanawha Land Title Services, L.L.C.

DATE OF FILING: 05/29/2003 PERIOD OF DURATION:

INDUSTRY CODE: 35

STATE OF FILING: VA VIRGINIA

MERGER INDICATOR:

CONVERSION/DOMESTICATION INDICATOR:

P R I N C I P A L O F F I C E A D D R E S S

STREET: 1802 BAYBERRY CT STE 305

CITY: RICHMOND

STATE: VA ZIP: 23229-0000

R E G I S T E R E D A G E N T I N F O R M A T I O N

R/A NAME: CT CORPORATION SYSTEM

STREET: 4701 COX ROAD, SUITE 285

RTN MAIL:

CITY: GLEN ALLEN

STATE: VA ZIP: 23060-0000

R/A STATUS: 5 ENTITY AUTHORIZ EFF DATE: 10/04/13 LOC: 143 HENRICO COUNTY

YEAR

FEES

PENALTY

INTEREST

BALANCE

14

50.00

COMMAND:

4A0

05,016

CIS0343

1 36 LLCM3240

CIS

MICROFILM INQUIRY

02/04/15

15:12:32

LLC ID: S098197 - 9 LLC STATUS: 00 ACTIVE
LLC NAME: Kanawha Land Title Services, L.L.C. _____

COURT LOCALITY: 143 HENRICO COUNTY

MICROFILM NO	DOCUMENT TYPE	DATE	PAGES
13 10 21 0013	LLRA > LLC REGISTERED	10/04/13	897
10 06 13 0080	LLRA > LLC REGISTERED	06/28/10	2
08 05 06 0710	LLRE > LLC REINSTATEM	05/21/08	1
08 05 06 0711	LLRA > LLC REGISTERED	05/21/08	1
08 01 11 0816	CANC > CANCELLATION	12/31/07	1
04 09 03 0644	LLFN > LLC FICTITIOUS	09/09/04	1
04 09 01 0920	LLA > LLC AMENDMENT	09/03/04	2
04 02 07 0531	LLA > LLC AMENDMENT	02/24/04	2
04 02 06 1616	LLFN > LLC FICTITIOUS	02/20/04	1
03 05 07 1414	LLNC > NEW LLC	05/29/03	2

COMMAND:

4A0

06,014

1502080143

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, FEBRUARY 13, 2015

1502060143

The State Corporation Commission has found the accompanying articles submitted on behalf of

Stewart Land Title Services, L.L.C.
(formerly known as Kanawha Land Title Services, L.L.C.)

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it
is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the
Commission, effective February 13, 2015.

STATE CORPORATION COMMISSION

By 

Mark C. Christie
Commissioner

15-01-28-0260
LLAACPT
CIS0363



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

LLC-1014N
(04/10)

ARTICLES OF AMENDMENT
CHANGING THE NAME OF A VIRGINIA LIMITED LIABILITY COMPANY
By the Members

1502060143

The undersigned, on behalf of the limited liability company set forth below, pursuant to § 13.1-1014 of the Code of Virginia, states as follows:

1. The current name of the limited liability company, as it appears on the records of the State Corporation Commission, is

Kanawha Land Title Services, L.L.C.

2. The name of the limited liability company is changed to

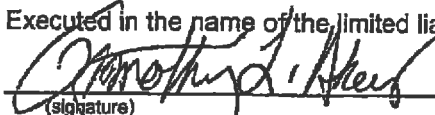
Stewart Land Title Services, L.L.C.

(The name must contain the words limited company or limited liability company or the abbreviation L.C., LC, LLC, or LLC)

3. (See "Approval" Instructions for requisite vote.) The foregoing amendment was adopted by a vote of the members in accordance with the provisions of the Virginia Limited Liability Company Act on 01/15/2015

(date)

Executed in the name of the limited liability company by:


(signature)

Timothy L. Akers

(printed name)

S098197-9

(limited liability company's SCC ID no. (optional))

01/21/2015

(date)

Manager

(title (e.g., manager or member))

(804) 648-7600

(telephone number (optional))

CHECK IF APPLICABLE (see instructions):



The person signing this document on behalf of the limited liability company has been delegated the right and power to manage the company's business and affairs.

(The articles must be executed in the name of the limited liability company by any manager or other person who has been delegated the right and power to manage the business and affairs of the limited liability company, or if no managers or such other person has been selected, by any member of the limited liability company.)

PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on these documents is subject to public viewing.

SEE INSTRUCTIONS ON THE REVERSE

0305 7 1414

LAW OFFICE
OF
WOOD & WOOD, P.C.
122 GRANITE AVENUE
POST OFFICE BOX 8268
RICHMOND, VIRGINIA 23226

ANDREW W. WOOD
CHERYL C. WOOD
JOHN W. PARSONS

TELEPHONE (804) 285-7447
FACSIMILE (804) 285-7446
E-MAIL: woodwood@aol.com

May 28, 2003

030529 3003

Clerk, State Corporation Commission
P. O. Box 1197
Richmond, VA. 23218

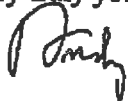
Re: Kanawha Land Title Services, L.L.C.

Dear Sir or Madam:

I enclose herewith the articles of organization of Kanawha Land Title Services, L.L.C.
Please mail the certificate back to this law firm.

Thank you very much.

Very truly yours,



Andrew W. Wood

AWW/tbs

\$100

rum
5/29/03

EXPEDITE - waiting

5098197-9

EXPEDITE

HULLIHEN WILLIAMS MOORE
CHAIRMAN

CLINTON MILLER
COMMISSIONER

THEODORE V. MORRISON, JR.
COMMISSIONER

COMMONWEALTH OF VIRGINIA



JOEL H. PECK
CLERK OF THE COMMISSION
P.O. BOX 1197
RICHMOND, VIRGINIA 23218-1197

STATE CORPORATION COMMISSION Office of the Clerk

May 29, 2003

ANDREW W WOOD
WOOD & WOOD PC
122 GRANITE AVE
PO BOX 8265
RICHMOND, VA 23226

RE: Kanawha Land Title Services, L.L.C.
ID: S098197 - 9
DCN: 03-05-29-3002

Dear Customer:

This is your receipt for \$100.00, to cover the fees for filing articles of organization for a limited liability company with this office.

The effective date of the filing is May 29, 2003.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

DLLCRCPT
LLNCD
CIS0322

Tyler Building, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-8733 or (866) 722-2551 (toll-free in Virginia) www.state.va.us/scc/division/cik
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-9206

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

May 29, 2003

The State Corporation Commission has found the accompanying articles submitted on behalf of
Kanawha Land Title Services, L.L.C.

to comply with the requirements of law, and confirms payment of all required fees.

Therefore, it is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the
Commission May 29, 2003.

STATE CORPORATION COMMISSION

By



Commissioner

DLLCACPT
CIS0322
03-05-29-3002

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
ARTICLES OF ORGANIZATION
OF
KANAWHA LAND TITLE SERVICES, L.L.C.

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states
as follows:

1. The name of the limited liability company is Kanawha Land Title Services,
L.L.C.

2. The address of the initial registered office in Virginia is 411 E. Franklin
Street, Suite 400, Richmond, Virginia 23219, which is located in the City of Richmond,
Virginia.

3. A. The registered agent's name is Stephen F. Andrews, ^{a Virginia resident} a member of the
Virginia State Bar, whose business address is identical to the registered office.

4. The post office address of the principal office where the records will be
maintained pursuant to Virginia Code Section 13.1-1028 is 1014 Foxcroft Rd.,
Richmond, Virginia 23229 (Henrico County).

5. The length of time for which the limited liability company is to continue
is indefinite.

IN WITNESS WHEREOF, the undersigned is hereunto set his hand and seal this
28th day of May, 2003.

Andrew W. Wood (SEAL)
Andrew W. Wood, Organizer

Fidelity

Effective Date: February 1, 2006

Bond No. 70039265

BOND FOR TITLE INSURANCE SETTLEMENT AGENT

(PURSUANT TO SECTION 6 1-2.21 OF THE CODE OF VIRGINIA)

KNOW ALL MEN BY THESE PRESENTS, That Kanawha Land Title Services, LLC
of Richmond, VA
as Principal, and WESTERN SURETY COMPANY
a corporation organized and existing under the laws of the State of South Dakota
and authorized to do business in the Commonwealth of Virginia, as Surety, are held and firmly bound unto the
COMMONWEALTH OF VIRGINIA, as Obligee, or to any aggrieved person who may be injured by the Principal as
hereinafter provided in the penal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the payment
of which, well and truly to be made, we and each of us, bind ourselves, our heirs, successors, and assigns, jointly
and severally, firmly by these presents

SIGNED, SEALED AND DATED this 27th day of January, 2006

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal is required to register with the Virginia State Bar as a settlement agent pursuant to
Chapter 1.3 of Title 6.1 of the Code of Virginia and is thereby required to maintain a surety bond

NOW THEREFORE, the condition of this obligation is such that if the Principal shall be registered with the
Virginia State Bar to act as a settlement agent and if the Principal shall act in such capacity in full compliance with
the provisions of the laws of the Commonwealth of Virginia and rules, regulations, and orders prescribed by the
Virginia State Bar and the State Corporation Commission pertaining to Settlement Agents, then this obligation
shall be null and void; otherwise to remain in full force and effect;

CONDITIONED FURTHER, that the Commonwealth of Virginia may maintain an action against this bond for
its use and benefit or for the use and benefit of any aggrieved person, or any aggrieved person may maintain an
action in its own name against this bond to recover damages as a result of the Principal breaching any of the
above-mentioned laws, regulations, or orders; provided, however, that regardless of the number of years this bond
remains in effect in no event shall the aggregate liability of the Surety to all claimants for all claims under this bond
exceed the penal sum of this bond

The Surety may be released from liability for future breaches of the condition of this bond upon giving (60)
days written notice to the Principal and the Commissioner of Insurance, State Corporation Commission,
Commonwealth of Virginia, of its desire to be released

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and seal and the said Surety has
caused these presents to be signed by its duly authorized officer or Attorney-in-Fact and its corporate seal affixed
on the day and year first written above

(SEAL)

KANAWHA LAND TITLE SERVICES, LLC

(PRINCIPAL)

By: *[Signature]*

(SEAL)

(SEAL)

WESTERN SURETY COMPANY

(SURETY)

By: *[Signature]*

Paul T. Bruflat, Senior Vice President

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls
State of South Dakota, its regularly elected Senior Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity, policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail, and surety and fidelity bonds; indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 27th day of January, 2006.

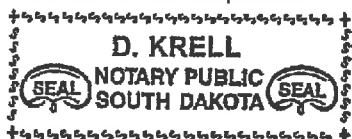
ATTEST

L. Nelson
Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 27th day of January, 2006, before me, a Notary Public, personally appeared Paul T. Bruffat and L. Nelson
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires November 30, 2006

D. Krell
Notary Public





Western Surety Company

(A Stock Company, herein called the Underwriter)

COMMERCIAL BLANKET BOND

Bond No. 70039270

DECLARATIONS

Item 1. Name of Insured: Kanawha Land Title Services, LLC

(herein called the Insured)

Principal Address 1802 Bayberry Ct., Ste. 305, Richmond, VA 23226
(No.) (Street) (City) (State)

Item 2. Bond Period: From noon on the 1st day of February, 2006, to noon on the effective date of the cancelation or termination of this Bond, standard time at the Principal Address as to each of said dates.

Item 3. Limit of liability: \$ \$100,000.00

Item 4. The liability of the Underwriter is subject to the following condition or to the terms of the following orders attached hereto:

Item 5. The Insured by the acceptance of this Bond gives notice to the Underwriter terminating or canceling prior bond(s) or Policy(ies) No.(s)

such termination or cancelation to be effective as of the time this Bond becomes effective.

INSURING AGREEMENT

The Underwriter, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreements, Conditions and Limitations, and other terms of this Bond, agrees to indemnify the Insured against any loss of money or other property which the Insured shall sustain through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, to an amount not exceeding in the aggregate the amount stated in Item 3 of the Declarations.

GENERAL AGREEMENTS

CONSOLIDATION - MERGER

A. If, through consolidation or merger with, or purchase of assets of, some other concern, any persons shall become Employees, the Insured shall give the Underwriter written notice thereof and shall pay an additional premium computed pro rata from the date of such consolidation, merger or purchase to the end of the current premium period.

JOINT INSURED

B. If more than one Insured is covered under this Bond, the Insured first named shall act for itself and for every other Insured for all purposes of this Bond. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall, for the purposes of Sections 6, 7 and 12, constitute knowledge possessed or discovery made by every Insured. Cancelation of the insurance hereunder as respects any Employee as provided in Section 12 shall apply to every Insured. If, prior to the cancelation or termination of this Bond in its entirety, this Bond is canceled or terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered within one year from the date of such cancelation or termination. The liability of the Underwriter for loss sustained by any or all of the Insured shall not exceed the amount for which the Underwriter would be liable had all such loss been sustained by any one of the Insured. Payment by the Underwriter to the Insured first named of any loss under this Bond shall fully release the Underwriter on account of such loss. If the Insured first named ceases for any reason to be covered under this Bond, then the Insured next named shall thereafter be considered as the Insured first named for all purposes of this Bond.

LOSS UNDER PRIOR BOND OR POLICY

C. If the coverage of this Bond is substituted for any prior bond or policy of insurance carried by the Insured or by any predecessor in interest of the Insured, which prior bond or policy is terminated, canceled or allowed to expire as of the time of such substitution, the Underwriter agrees that this Bond applies to loss which is discovered as provided in Section 11 of the Conditions and Limitations and which would have been recoverable by the Insured or such predecessor under such prior bond or policy except for the fact that the time within which to discover loss thereunder had expired; provided:

- (1) the indemnity afforded by this General Agreement C shall be a part of and not in addition to the amount of insurance afforded by this Bond;
- (2) such loss would have been covered under this Bond had this Bond with its agreements, limitations and conditions as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (3) recovery under this Bond on account of such loss shall in no event exceed the amount which would have been recoverable under this Bond in the amount for which it is written as of the time of such substitution, had this Bond been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond or policy had such prior bond or policy continued in force until the discovery of such loss, if the latter amount be smaller.

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

BOND PERIOD, TERRITORY, DISCOVERY

Section 1. Loss is covered under this Bond only if discovered not later than one year from the end of the Bond Period.

Subject to General Agreement C, this Bond applies only to loss sustained by the Insured through fraudulent or dishonest acts committed during the Bond Period by any of the Employees engaged in the regular service of the Insured within any of the States of the United States of America, the District of Columbia, Virgin Islands, Puerto Rico, Canal Zone or Canada or while such Employees are elsewhere for a limited period.

EXCLUSION

Section 2. This Bond does not apply to loss, or to 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 compilation or a profit and loss compilation.

DEFINITION OF EMPLOYEE

Section 3. As used in this Bond, "Employee" means any natural person (except a director or trustee of the Insured, if a corporation, who is not also an officer or employee thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business during the Bond Period and whom the Insured compensates by salary, wages or commissions and has the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. The words "while in the regular service of the Insured" shall include the first 30 days thereafter; subject, however, to Sections 12 and 13.

LOSS CAUSED BY UNIDENTIFIABLE EMPLOYEES

Section 4. If a loss is alleged to have been caused by the fraud or dishonesty of any one or more of the Employees and the Insured shall be unable to designate the specific Employee or Employees causing such loss, the Insured shall nevertheless have the benefit of this Bond, subject to the provisions of Section 2 of this Bond, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more of the said Employees, and provided, further, that the aggregate liability of the Underwriter for any such loss shall not exceed the amount stated in Item 3 of the Declarations.

OWNERSHIP OF MONEY OR OTHER PROPERTY

Section 5. The insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable.

PRIOR FRAUD, DISHONESTY OR CANCELATION

Section 6. The coverage of this Bond shall not apply to any Employee from and after the time that the Insured or any partner or officer thereof not in collusion with such Employee shall have knowledge or information that such Employee has committed any fraudulent or dishonest act in the service of the Insured or otherwise, whether such act be committed before or after the date of employment by the Insured.

If, prior to the issuance of this Bond, any fidelity insurance in favor of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's Employees shall have been canceled as to any of such Employees by reason of the giving of written notice of cancellation by the insurer issuing such fidelity insurance, whether the Underwriter or not, and if such Employees shall not have been reinstated under the coverage of such fidelity insurance or superseding fidelity insurance, the Underwriter shall not be liable on account of such Employees unless the Underwriter shall agree in writing to include such Employees within the coverage of this Bond.

**LOSS — NOTICE — PROOF —
ACTION AGAINST UNDERWRITER**

Section 7. Upon knowledge or discovery of loss under this Bond, the Insured shall: (a) give notice thereof as soon as practicable to the Underwriter or any of its authorized agents, and (b) file detailed proof of loss, duly sworn to, with the Underwriter within four months after the discovery of loss.

Upon the Underwriter's request, the Insured shall produce for the Underwriter's examination all pertinent records, at such reasonable times and places as the Underwriter shall designate, and shall cooperate with the Underwriter in all matters pertaining to loss or claims with respect thereto.

No action shall lie against the Underwriter unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Bond, nor until ninety days after the required proof of loss have been filed with the Underwriter, nor at all unless commenced within two years from the date when the Insured discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this Bond, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

RECOVERIES

Section 8. If the Insured shall sustain any loss covered by this Bond which exceeds the amount of indemnity provided by this Bond, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Underwriter) by whomsoever made, on account of such loss under this Bond until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Underwriter.

LIMITS OF LIABILITY

Section 9. Indemnification by the Underwriter for any loss under this Bond shall not reduce the Underwriter's liability for other losses under this Bond whenever sustained. The Underwriter's total liability under this Bond for any loss caused by any Employee or in which such Employee is concerned or implicated is limited to the amount stated in Item 3 of the Declarations.

Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the limit of liability stated in Item 3 of the Declarations shall not be cumulative from year to year or period to period.

**LIMIT OF LIABILITY UNDER THIS BOND
AND PRIOR INSURANCE**

Section 10. With respect to loss caused by any Employee or in which such Employee is concerned or implicated or which is chargeable to any Employee as provided in Section 4 and which occurs partly during the Bond Period and partly during the period of other bonds or policies issued by the Underwriter to the Insured or to any predecessor or in interest of the Insured and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Underwriter under this Bond and under such other bonds or policies shall not exceed, in the aggregate, the amount stated in Item 3 of the Declarations 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.

OTHER INSURANCE

Section 11. If there is available to the Insured any other insurance or indemnity covering any loss covered by this Bond, the Underwriter 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.

CANCELATION AS TO ANY EMPLOYEE

Section 12. This Bond shall be deemed canceled as to any Employee: (a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at noon, standard time as aforesaid, upon the effective date specified in a written notice mailed to the Insured. Such date shall be not less than fifteen days after the date of mailing. The mailing by the Underwriter of notice as aforesaid to the Insured at the address shown in this Bond shall be sufficient proof of notice. Delivery of such written notice by the Underwriter shall be equivalent to mailing.

CANCELATION OF BOND

Section 13. This Bond may be canceled by the Insured by mailing to the Underwriter written notice stating when thereafter the cancellation shall be effective. This Bond may be canceled by the Underwriter by mailing to the Insured at the address shown in this Bond written notice stating when, not less than fifteen days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Underwriter shall be equivalent to mailing.

If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Underwriter cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Dated this 27th day of January, 2006

WESTERN SURETY COMPANY

By

Paul T. Bruflet, Senior Vice President

Bond No. 70039270

EXCESS INDEMNITY ENDORSEMENT

1. It is agreed that, subject to the terms of the bond to which this endorsement is attached, the amount of excess indemnity on the Employees performing the duties of the following positions shall be the amount set opposite the names of such positions, respectively. It is further agreed that the amount of such excess indemnity shall apply only to so much of any loss or losses sustained through any fraudulent or dishonest act or acts committed after such excess indemnity becomes effective as are in excess of the amount recoverable or recovered on account of such loss or losses under said bond.

2. It is further agreed that the liability of the Underwriter under this endorsement on account of any one Employee in any one or more of such positions (in the original or an increased or decreased amount) shall not exceed the largest single amount of indemnity on any one position occupied by such Employee.

3. It is further agreed that no excess losses shall be recoverable under this endorsement unless caused by an Employee who has been identified as having caused such loss, anything to the contrary in said bond or this Endorsement notwithstanding.

POSITIONS	LOCATION	TOTAL NUMBER OF EMPLOYEES IN EACH POSITION	AMOUNT OF EXCESS INDEMNITY ON EACH EMPLOYEE
	NO EXCESS INDEMNITY APPLIED FOR.		

Dated this 27th day of January, 2006

WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President



Western Surety Company

**COMMERCIAL BLANKET
BOND**

Bond No.

Name of Insured

Principal Address

Effective

ATTACHMENT A – BAFO PRICING SCHEDULE
Offeror: Stewart Land and Title Services

OFFEROR LEGAL ENTITY NAME:	
Cost Item Description	COST
SIXTY YEAR "STATUS OF TITLE REPORT" HISTORY \$75.00 / STATUS OF TITLE REPORT HISTORY (in conjunction with a title search/abstract of title)	
SEARCH FEE	\$195.00 per parcel/per title chain
If there is more than one title chain for a property, the Contractor may, at the County's sole discretion, invoice for more than one chain of title. However, any such request for compensation for multiple chains of title will require prior approval of the Director of Real Property.	
TITLE INSURANCE COMMITMENT FEE.	\$100.00/TITLE COMMITMENT
TITLE INSURANCE PREMIUM	\$Stewart Title Guaranty Company Published & Filed Rates
TITLE INSURANCE POLICY FEE	\$0.00 (No Separate Policy Fee)/TITLE POLICY
CLOSING FEE	\$350.00/ CLOSING
COPY COST	\$1 per page
DOCUMENT PREPARATION FEE	\$175.00/ DEED (subcontracted to VA Attys)
TITLE UPDATE AND RECORDING FEE	\$85.00
Court Appearances of 4 hours or Less in One Day	\$200.00/ EACH (Per Person)
Court Appearances More than 4 hours in One Day	\$400.00/ EACH (Per Person)
Pre-Trial Meeting or Administrative Hearing of 4 hours or Less in One Day	\$200.00/ EACH (Per Person)
Pre-Trial Meeting or Administrative Hearing of More than 4 hours in One Day	\$400.00/ EACH (Per Person)



SCHEDULE OF CHARGES FOR USE IN THE COMMONWEALTH OF VIRGINIA

All inquiries concerning the charges related to title insurance and forms should be directed to your nearest Stewart Title Office.

John L. Killea, Esq.

Chief Legal Officer, General Counsel, & Chief Compliance Officer
Stewart Title Guaranty Company
1360 Post Oak Blvd., Suite 100
Houston, Texas 77056

Effective: 10/14/2022 replaces rates published effective 11/1/2020

VIRGINIA TITLE INSURANCE CHARGES



Effective: October 14, 2022

STANDARD ALTA POLICIES

Amount of Coverage	OWNER'S PREMIUM
Minimum policy charge:	\$300.00
Up to \$250,000	\$4.10/\$1,000
Over \$250,000 to \$500,000, add:	\$3.90/\$1,000
Over \$500,000 to \$1,000,000, add:	\$3.60/\$1,000
Over \$1,000,000 to \$2,500,000, add:	\$2.40/\$1,000
Over \$2,500,000 to \$5,000,000, add:	\$2.05/\$1,000
Over \$5,000,000 to \$10,000,000, add:	\$1.85/\$1,000
Over \$10,000,000 to \$20,000,000, add:	\$1.70/\$1,000

Amount of Coverage	LOAN PREMIUM
Minimum policy charge:	\$300.00
Up to \$250,000	\$3.05/\$1,000
Over \$250,000 to \$500,000, add:	\$2.90/\$1,000
Over \$500,000 to \$1,000,000, add:	\$2.40/\$1,000
Over \$1,000,000, to \$2,500,000, add:	\$1.90/\$1,000
Over \$2,500,000 to \$5,000,000, add:	\$1.60/\$1,000
Over \$5,000,000 to \$10,000,000, add:	\$1.25/\$1,000
Over \$10,000,000 to \$20,000,000, add:	\$1.10/\$1,000

ENHANCED COVERAGE ALTA POLICIES

Amount of Coverage	ENHANCED HOMEOWNER'S RESIDENTIAL OWNER'S PREMIUM
Minimum policy charge:	\$350.00
Up to \$250,000	\$4.92/\$1,000
Over \$250,000 to \$500,000, add:	\$4.68/\$1,000
Over \$500,000 to \$1,000,000, add:	\$4.32/\$1,000
Over \$1,000,000, to \$2,500,000, add:	\$2.88/\$1,000
Over \$2,500,000 to \$5,000,000, add:	\$2.52/\$1,000
Over \$5,000,000 to \$10,000,000, add	\$2.20/ \$1,000

Amount of Coverage	ENHANCED RESIDENTIAL LOAN PREMIUM
Minimum policy charge:	\$350.00
Up to \$250,000	\$3.66/\$1,000
Over \$250,000 to \$500,000, add:	\$3.42/\$1,000
Over \$500,000 to \$1,000,000, add:	\$2.88/\$1,000
Over \$1,000,000, to \$2,500,000, add:	\$2.28/\$1,000
Over \$2,500,000 to \$5,000,000, add:	\$1.92/\$1,000
Over \$5,000,000 to \$10,000,000, add	\$1.52/\$1,000

Rate charge is per \$1,000. Standard Owner's and Loan Policy amounts over \$20,000,000, or ALTA Homeowner's and Enhanced Loan Policies over \$10,000,000 contact Stewart Title underwriting.



OTHER CHARGES:

Closing Protection Letters

The Company shall be paid the premium of **\$35.00** for each Closing Protection Letter (CPL) issued for transactions involving property lying within the Commonwealth of Virginia. **\$50** premium for each CPL over \$10 million dollars. No premium will be charged for Closing Protection Letters issued for transactions that are subsequently cancelled.

Endorsement Premium:

No charge for standard endorsements, **excluding** the ALTA 3 series and the ALTA 14 and higher series. Contact Stewart Title for charges on these excluded endorsements. Also note that endorsements issued to provide special coverage may incur extra-hazardous risk premium as determined by the company. The charge for such coverage may be based upon a percentage of the rate applicable to the policy, a fixed dollar amount, commensurate with the risk to be assumed, or a rate per thousand based upon the overall insured amount.

Decedents' Estates:

Extra Hazardous Risk Premium for decedent estate risks may be applicable in open estate situations, pursuant to Company guidelines and underwriting bulletins. When applicable, the premium for such is calculated at the rate of \$2.00 per \$1000 of value (based upon the sales price of the transaction), with a minimum charge of \$250.00 payable to the Company.

Modifications of Loan Policy By Endorsement:

Modifications of existing Stewart-insured loan policies by endorsement may be issued for a premium charge of 30% of the original title premium charge paid, **provided the original loan amount is NOT being increased.**

Modifications of existing Stewart-insured loan policies by endorsement may be issued for a premium charge of 30% of the original title premium charge paid, **plus** additional premium based upon applicable published standard loan rates in effect at the time of loan modification.



Refinance Charge

For residential refinance loan transactions involving improved one-to-four family residential properties, the residential refinance loan charge for a Standard and Enhanced ALTA Loan Policy is 70% of the policy charge and shall be applied as to the face amount of the new deed of trust, subject to the minimum premium charges as set forth above. A refinance loan transaction is a transaction in which the loan proceeds are used for any purpose other than the financing of the acquisition of the property in a concurrent purchase transaction. Refinance rate charges do not apply to commercial transactions. No prior policy needs to be obtained in connection with the use of refinance rates.

Simultaneous Issue Rate:

\$200.00 per loan policy up to the face amount of the owner's policy is the simultaneous fee charge. In the event, that the value of loan policy should exceed the value of the owner's policy, any excess amount shall be calculated based upon applicable standard or enhanced policy rates.

Timeshares:

\$60 minimum up to \$20,000.00, with regular charges over \$20,000.00.

Notes:

- Owners' policies are to be issued for the full consideration of the property.
- Loan policies are not to be issued for less than the full amount of the loan.
- Standard leasehold policies are issued at the standard owners' charges.
- Scheduled charges do **NOT** include any costs incidental to title insurance (e.g., title search and/or examination fees, commitment and/or final policy preparation, recordation, etc.) and any of these **fees are NOT to be charged with title insurance premiums**.
- An extra hazardous risk premium fee *may* be charged on construction loan policies and new construction outsale policies requiring affirmative mechanic's lien coverage. Contact your Stewart Title underwriter who will advise when/if these extra hazardous risk fees are to be charged.
- Stewart Title Guaranty Company reserves the right to charge additional premium fees for extra hazardous risks and coverages.
- Contact Stewart Title for rates when issuing the ALTA U.S. Policy, the STG Home Equity Policy, the ALTA Junior Lien Policy, or other title insurance products not delineated herein.