



THIS IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT. TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS.

Policy # CPL G2571 1099 001 Renewal of: **NEW**

Item 1. **Named Insured** Republic Title Agency, Inc. / Republic Title Agency of Alabama, LLC
Principal Address: 55 West Central Avenue
Springboro, OH 45066

Item 2. **Policy Period** 01-Jun-2010 to 01-Jun-2011
From 12:01 a.m. to 12:01 a.m.
(Local time at the address shown in item 1)

Item 3. **Limit of Liability** \$500,000 Each claim
\$1,000,000 Aggregate Limit
\$5,000 Disciplinary proceedings Claims expenses Aggregate Limit (in addition to the each claim and aggregate Limit set forth above)

Item 4. **Retention** \$5,000 Each claim

Item 5. **Premium** \$9,900.00

Item 6. **Retroactive Date (if applicable):** See Endorsement #6

Item 7. **Professional Services:** Title Agent, Title Abstractor, Closing Agent, Escrow Agent & Notary Public

Item 8. **A. Notice of Claim or wrongful act:**

Attention Claims Manager
The Plus Companies Inc.
520 U.S. Highway 22
Bridgewater, NJ 08807-0920

Fax: 908-685-7655
Email: ngumpel@thepluscos.com

B. All other notices:

The Plus Companies, Inc.
520 U.S. Highway 22
P.O. Box 6920
Bridgewater, NJ 08807

Item 9. **Optional Extended Reporting Period:**

See Endorsement # 2

Item 10. Endorsements attached upon Policy effective date

01-Jun-2010

WFIC-TA-(12/08)	PF-19986 (03/06) EO
PF - 18874 (02/06)	ACE- 3
CC - 1K11e (02/06)	ACE-7
PF - 25513 (09/09)	
ACE-19 (1/10)	
ALL - 20887 (10/06)	
ALL - 21101 (11/06)	
IL P 001 01 04	

IN WITNESS WHEREOF, the Company has caused this Policy to be countersigned by a duly authorized representative of the Company.

June 2, 2010

Date:


Authorized Representative

PF-18873 (11/05)

**TITLE AGENTS, TITLE ABSTRACTORS, CLOSING AGENTS, ESCROW AGENTS,
NOTARY PUBLICS ENDORSEMENT**

Named Insured Republic Title Agency, Inc.			Endorsement Number 1
Policy Symbol CPL	Policy Number G25711099001	Policy Period 06/01/2010 TO 06/01/2011	Effective Date 06/01/2010
Issued By (Name of Insurance Company) Westchester Fire Insurance Co			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

It is agreed that the **Policy** is amended as follows:

1. Section I, Insuring Agreement And Defense, subsection B, Defense, paragraph 2 is deleted in its entirety and replaced with the following:
 2. If the **Company** recommends a settlement within the **Policy** Limit of Liability which is acceptable to the claimant, but the **Insured** refuses to consent to such settlement, the **Company's** liability for such **Claim** shall not exceed the amount for which the **Company** could have settled plus **Claims Expenses** incurred as of the date the potential settlement was proposed in writing by the **Company** to the **Insured**, which amount shall not exceed the portion of the applicable Limit of Liability that remains unexhausted by payment of **Damages** and **Claims Expenses**, or by any combination thereof. This paragraph shall not apply to a settlement in which the total incurred **Damages** and **Claims Expenses** do not exceed the Retention.
2. Section III, Exclusions, subsection A is deleted in its entirety and replaced with the following:
 - A. alleging, based upon, arising out of, or attributable to any dishonest, fraudulent, criminal or malicious act or omission, or any intentional or knowing violation of the law by an **Insured**, however this exclusion shall not apply to **Claims Expenses** or the **Company's** duty to defend any such **Claim** unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **Claims Expenses** incurred. Additionally, this exclusion shall only apply to any **Insured** who had knowledge of, acquiesced in, or participated in any of the aforementioned conduct.
3. Section III, Exclusions, is amended by adding the following additional exclusions:
 - alleging, based upon, arising out of, or attributable to:
 1. the commingling, improper use, theft, stealing, conversion, embezzlement or misappropriation of funds or accounts,
 2. sums received by any **Insured** or credited to any **Insured's** account, or
 3. fees, premium, taxes, claims, commissions or brokerage monies;
 - alleging, based upon, arising out of, or attributable to the **Insured's** performance of or failure to perform professional services as a lawyer or certified public accountant;
 - alleging, based upon, arising out of, or attributable to any loan made by the **Insured**, or the servicing of any loan by the **Insured**;

- alleging, based upon, arising out of, or attributable to a governmental intervention, cease and desist order, insolvency, receivership, bankruptcy, licensing or liquidation of any organization (directly or indirectly) in which the **Insured** has placed or obtained insurance coverage or placed the funds of a client or account;
- alleging, based upon, arising out of, or attributable to the intentional or willful breach or disregard of any oral or written underwriting or binding authority;
- alleging, based upon, arising out of, or attributable to the intentional or willful failure to follow any escrow or closing instructions, or to the intentional or willful disregard of any escrow or closing instructions;
- **alleging, based upon, arising out of, or attributable to any defect in title not disclosed within public records of which any Insured nevertheless had actual or constructive knowledge at the date of issuance of insurance of such title;**
- alleging, based upon, arising out of, or attributable to a notarized certification or acknowledgment of a signature without the physical appearance at the time of said notarization before such notary public, as **Insured** hereunder, of the person who is or claims to be the person signing said instrument;
- alleging, based upon, arising out of, or attributable to the **Insolvency** or **Bankruptcy** of the **Named Insured** or any **Subsidiary**, or of any person with any equity or ownership interest in the **Named Insured** or any **Subsidiary**;
- alleging, based upon, arising out of, or attributable to any oil or gas related title work or to any oil or gas interests of property interests.

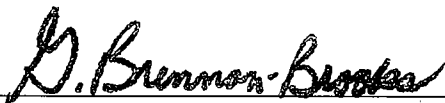
4. Section IV, **Extended Reporting Period**, subsection A, Automatic **Extended Reporting Period**, is amended by deleting the following sentence in its entirety:

This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Named Insured**.

Solely for purposes of this endorsement:

- **Bankruptcy** means the condition or status in which: (i) a voluntary or involuntary petition in bankruptcy has been filed with any federal bankruptcy court; (ii) any state, federal or foreign official, agency or court has appointed a receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Named Insured** or **Subsidiary**; or (iii) the **Named Insured** or **Subsidiary** has become a debtor-in-possession.
- **Insolvency** means: (i) inability to pay debts or bills on the date they are owed or when they fall due; or (ii) a condition whereby if all assets were immediately available, they would not be sufficient to discharge liabilities.

All other terms and conditions of this **Policy** remain unchanged.



 Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Republic Title Agency, Inc.			Endorsement Number 2
Policy Symbol CPL	Policy Number G25711099001	Policy Period 06/01/2010 to 06/01/2011	Effective Date of Endorsement 06/01/2010
Issued By (Name of Insurance Company) Westchester Fire Insurance Co			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING ADDITIONAL OPTIONS ENDORSEMENT

It is hereby understood and agreed that the following options are added to Section II H. - Extended Reporting Period of the Policy:

1. Twelve (12) months Extended Reporting Period at 125% of the Policy's last annual premium.
2. Twenty-Four (24) months Extended Reporting Period at 150% of the Policy's last annual premium.
3. Thirty-Six (36) months Extended Reporting Period at 200% of the Policy's last annual premium.
4. Sixty (60) months Extended Reporting Period at 225% of the Policy's last annual premium.
5. Seventy-two (72) months Extended Reporting Period at 250% of the Policy's last annual premium.

All other terms, conditions and provisions of the Policy remain unaltered.



Authorized Representative

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Republic Title Agency, Inc.			Endorsement Number 3
Policy Symbol CPL	Policy Number G25711099001	Policy Period 06/01/2010 TO 06/01/2011	Effective Date of Endorsement 06/01/2010
Issued By (Name of Insurance Company) Westchester Fire Insurance Co			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Republic Title Agency, Inc.			Endorsement Number 4
Policy Symbol CPL	Policy Number G25711099001	Policy Period 06/01/2010 to 06/01/2011	Effective Date 06/01/2010
Issued By (Name of Insurance Company) Westchester Fire Insurance Co			

Amendatory Endorsement - Ohio

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

1. Section II, Definitions, the definition of **Damages**, is amended as follows:
Notwithstanding anything to the contrary in this **Policy**, punitive and exemplary damages awarded in Ohio shall not be insurable.
2. The TERMINATION section of the **Policy** is amended by adding the following:
 - If this **Policy** has been in effect for more than 90 days, the **Company** may terminate this **Policy** only for one or more of the following reasons:
 - a. nonpayment of premium;
 - b. discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any **Claims** submitted;
 - c. discovery of a moral hazard or willful or reckless acts or omissions on the **Insured's** part which increases any hazard insured against;
 - d. the occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the **Company** could reasonably have foreseen the change or contemplated the risk in writing the contract;
 - e. loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
 - f. failure of an **Insured** to correct material violations of safety codes; or
 - g. a determination by the Superintendent of Insurance that the continuation of the **Policy** would create a condition that would be hazardous to the policyholders or the public.
 - Notice of termination from the **Company** will state the effective date of termination and the reason(s) for termination, and will be mailed by certified mail to the **Named Insured**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Company**. Proof of mailing will be sufficient proof of notice.
3. The following section is added to the **Policy**:
 - **NONRENEWAL**
 - A. If the **Company** elects not to renew this **Policy**, it will mail to the **Named Insured** at the last known address to the **Company**, and to the **Named Insured's** agent, if any, written notice of nonrenewal at least 30 days before the end of the **Policy Period**. The notice shall contain the **Policy** number, the date of the notice and the expiration date of the **Policy**. If notice is mailed, proof of mailing will be sufficient proof of notice.

- B. If the notice is mailed less than 30 days before the end of the **Policy Period**, the **Policy** will remain in effect until 30 days after the date of mailing the notice, unless the **Named Insured** notifies the **Company** in writing that it accepts the nonrenewal as stated.

All other terms and conditions of this **Policy** remain unchanged.

D. Summers-Brooks

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Republic Title Agency, Inc.			Endorsement Number 5
Policy Symbol CPL	Policy Number G25711099001	Policy Period 06/01/2010 to 06/01/2011	Effective Date of Endorsement 06/01/2010
Issued By (Name of Insurance Company) Westchester Fire Insurance Co			

FIRST DOLLAR DEFENSE ENDORSEMENT

It is agreed that the Deductible, as stated in Item 4. of the Declarations Page, will not apply to **Claims Expenses** as defined in Limits of Liability and Retention Section V. of the Policy.

All other terms, conditions and exclusions of this policy shall remain unchanged.



Authorized Representative

6/2/2010

Date

Named Insured Republic Title Agency, Inc.			Endorsement Number 6
Policy Symbol CPL	Policy Number G25711099001	Policy Period 06/01/2010 to 06/01/2011	Effective Date of Endorsement 06/01/2010
Issued By (Name of Insurance Company) Westchester Fire Insurance Co			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE EXCLUSION / NAMED INSURED

It is agreed that the Company shall have no obligation whatsoever under this Policy to make any payment of any kind for either **Claims Expenses** or **Damages**, or to arrange for, provide, or pay for any defense, for any **Claim** which is based upon, or arises from any wrongful acts actually or allegedly committed, if the wrongful acts or alleged wrongful acts is committed by the Entity(ies) listed below prior to the Retroactive date(s) also listed below, respectively, regardless of when the **Claim** is made or reported.

<u>Entity</u>	<u>Retroactive Date</u>
Republic Title Agency, Inc.	6/1/01
Republic Title Agency of Alabama, LLC	6/1/10

All other terms, conditions and exclusions of this policy shall remain unchanged.



AUTHORIZED SIGNATURE

6/2/2010

DATE



Westchester Fire Insurance Company

ACE Producer Compensation Practices & Policies

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



ace group

Policyholder Notice

Westchester Fire Insurance Company

(a stock insurer)
436 Walnut Street
P. O. Box 1000
Philadelphia, PA 19105
Phone: 215-640-1000

NOTICE OF MERGER, MERGER ENDORSEMENT AND CERTIFICATE OF ASSUMPTION

Effective January 1, 2011

PLEASE ATTACH THIS DOCUMENT TO YOUR POLICY, CERTIFICATE OR BOND.

Effective January 1, 2011, Westchester Fire Insurance Company (NAIC Number 21121) merged with and into ACE Indemnity Insurance Company (NAIC Number 10030). Also effective January 1, 2011, ACE Indemnity Insurance Company assumed the name Westchester Fire Insurance Company and all of the liabilities and obligations according to the terms and conditions of the policy issued to you by Westchester Fire Insurance Company.

The name of your insurer is Westchester Fire Insurance Company. Westchester Fire Insurance Company's NAIC number is 10030.

This notice, endorsement, and certificate was issued pursuant to a merger transaction approved by the states of New York and Pennsylvania, and filed with the insurance regulator of your state. It is not a reflection of your insurability.

All other terms and conditions remain unchanged.

Westchester Fire Insurance Company by:

CARMINE A. GIGANTI, Secretary

JOHN J. LUPICA, President