

RE: Insured Closing Service

Agent:

Dear Madam or Sir:

When title insurance is specified in connection with closings of the above-described real estate transaction (the "Closing") in which you are the Covered Party with an interest in land or a lender secured by a mortgage (including any other security instrument) of an interest in land. _____ (the "Company"), subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with the Closing, when such Closing is conducted by the above named Licensed agent (an agent licensed and authorized to issue title insurance in the State of Ohio for the Company) and where such loss arises out of:

1. Theft, misappropriation, fraud or any other failure of the Licensed Agent, or anyone acting on the Licensed Agent's behalf, to properly disburse or otherwise, in handling of your funds or documents in connection with such Closing to the extent such fraud or dishonesty relates to the status of the title to said interest in land or the marketability thereof as insured, or to the validity, enforceability, and priority of the lien of said mortgage on said interest in land; or
2. Failure of the Licensed Agent, or anyone acting on the Licensed Agent's behalf, to comply with any applicable written closing instructions, when agreed to by the Licensed Agent, to the extent that they relate to: (a) the status of the title to said interest in land or the marketability thereof as insured or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such status of title or lien; or (b) the obtaining of any other document, specifically required by you, but only to the extent the failure to obtain such other document affects the status of the title to said interest in land or the validity enforceability and priority of the lien of said mortgage on said interest in land, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document.

CONDITIONS AND EXCLUSIONS

A. The Company will not be liable to you for loss arising out of:

1. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Licensed Agent to comply with your written closing instructions to deposit the funds in a bank which you designate by name.
2. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy.
3. Matters created, suffered, assumed or agreed to by you and/or your agents or employees.

B. Should the Company reimburse you pursuant to this CPC, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to

the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

C. Any liability of the Company for loss incurred by you in connection with the Closing by a Licensed Agent shall be limited to the protection provided by this CPC. However, this CPC shall not affect nor be deemed to be a substitute for the protection afforded by a title insurance binder, commitment or policy.

D. Liability under this CPC to a covered buyer, borrower, or lender is limited to the amount of the applicable owner's or lender's policy of title insurance, and any payment under this CPC shall constitute a payment under the applicable policy of title insurance to the extent such payment is for a matter also covered under said policy.

E. Liability under this CPC to covered seller is limited to actual loss of funds and shall in no event be greater than the gross sale price due the seller in the covered transaction.

F. Claims shall be made promptly to the Company at its office at _____
When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

G. The Company shall not be liable hereunder unless notice of claim in writing is received by the Company within one year from the date of the Closing.

H. The scope and effect of this CPC is limited to a single transaction, which is the Closing on the commitment or binder referenced in the caption.

I. This CPC supercedes any previously issued closing protection letter(s) or CPC.

Blank Underwriter

By _____