



Comprehensive **title corp**

January 2014

Dear Professional,

This letter is to inform our clients and customers that Comprehensive Title Corp. LLC is prepared for the changes that are coming in the year 2015.

Our Best Practices are attached and in full use, and we are grateful that we will be 100% ready when all of the changes are implemented.

We invite you to ask questions and to challenge us. Working in concert together we will serve to meet your every need.

Our goal, as yours, is a marvelous and stress free transaction and we enjoy giving that to you. Whether this is our first time working together or tenth time, the end result will always be the same; that you were elated to work with Comprehensive Title Corp., and that we have had the opportunity to make others happy with the level of service we provide.

We thank you for your time and your business.

Respectfully Submitted,

Charles Johnson
President/CEO

Licensing Monitoring



Date Updated: 1/27/2014

Objectives:

1. To actively monitor all agency and agent licenses to ensure they are current.
2. To actively pursue additional licenses where necessary or encourage additional employees to become licensed.
3. To provide a consistent method of communicating new and expired licenses with underwriters.

Note: Copies of actual licenses retained include but are not limited to insurance producer, closer, abstractor, and notary.

Note: Copies of actual licenses are kept electronically in the m:\comprehensive\title\best practices.

Note: Copies of all completed continuing education materials for license renewals are kept electronically in the S:\xxxxx\xxxxx\xxxxxx network drive.

Name/Entity	State	License Type	License #	Expiration Date	Continuing Education	
					Completed	Needed by:
Charles E. Johnson	OH	Agent	753322	11/30/2014		
	OH	Notary (Hamilton Co.)		12/21/2016		
Lisa M. Ryan	OH	Agent				Lisa will be licensed shortly.
	OH	Notary				
Comprehensive Title	OH	Agency	1745132			

Policies and Procedures
Licensing

Purpose	To document mandated insurance licenses and corporate registrations (as applicable) so that Comprehensive Title Corp. LLC is able to remain in good standing with each state(s) in which they conduct business.
Scope	These policies and procedures are for all of Comprehensive Title Corp. LLC (hereafter referred to as "The Company") locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.
Procedures	<p><i>[The Company should review its legal, contractual, and statutory requirements for licensing and incorporate those requirements in these procedures.]</i></p> <p>Licensing</p> <p>The Company maintains active agency (business entity) licenses as well as agent (employee, owner, producer, notary) licenses. When necessary, the Company also maintains active non-resident state licenses.</p> <p>The following people are licensed in accordance with state specific (<u>Ohio Revised Code Chapter 3953</u>) regulations:</p> <ul style="list-style-type: none"> • Persons who give rate quotes • Persons who discuss coverage and exceptions • Persons who make underwriting decisions • Persons who sign commitments • Persons who sign policies <p>A tracking report (attached) is maintained by <u>the executive vice president</u> as a monitoring control and periodically reviewed by <u>the president</u> to help ensure the appropriate business professionals are licensed and renewed when necessary.</p> <p>Licensed individuals, along with their active licenses, have been communicated to each underwriter. The underwriter is notified when a license becomes inactive.</p> <p>Licensed individuals maintain the necessary continuing education requirements including any necessary ethics requirements. Documentation is maintained to evidence the requirements have been met.</p> <p>The Company maintains and has on file the appropriate American Land Title Association Policy Forms License.</p>

Contact Officer	<i>Charles Johnson, President/CEO</i>
Date Approved	<i>28th of January, 2014</i>
Date of Commencement	
Amendment Dates	
Date for Next Review	<i>January 20, 2015</i>
Related References and Links	<ul style="list-style-type: none"> • <i>CTC License Monitoring Tracking Report can be found at m:\comprehensive title\Best Practices\CTC Licensing Monitoring Spreadsheet.xls</i> • <i>Reference where the completed continuing education materials for each licensee are kept.</i> • <i>Copies of the active licenses (agency and agent) are in m:\comprehensive title\Best Practices.</i>



COMPANY POLICIES AND PROCEDURE MANUAL	SECTION
Comprehensive Title Corp. LLC	COMPANY POLICIES
Approval Signature	Subject
	Mobile Device Management Policy

GENERAL

SCOPE AND PURPOSE

This Mobile Device Management Policy (the "Policy") applies to all Employees (each an "Employee") of ABC Title Agency and each of its affiliates and subsidiaries (the "Company"), who are approved to connect to the Company network with a mobile device.

The purpose of the Policy is to define standards, procedures, and restrictions for Employees who have legitimate business needs for accessing Company data from a mobile device connected to a network outside of the Company's direct control. The Policy applies to, but is not limited to, all mobile devices and accompanying/related media that fit the following mobile device classifications:

- Mobile/cellular telephones
- Smartphones
- Tablets and portable devices capable of storing email and/or data that can connect to the Company data network

The Policy also applies to any hardware and related software that could be used to access Company resources, particularly if the said equipment is not Company-sanctioned, -owned or -supplied.

The goal of the Policy is to protect the integrity of the private and confidential client and business data that resides within the Company's technology infrastructure. The Policy intends to prevent data from being deliberately or inadvertently stored insecurely on a mobile device or carried over an insecure network, where it can potentially be accessed by unsanctioned resources and/or persons. A breach of this type could result in, but is not limited to: loss of information and revenue, damage to critical applications and the Company's public image, and liability to the Company or its customers. Therefore, all Employees utilizing a mobile device connected to a network outside of the Company's direct control to backup, store, or otherwise access Company data of any type, must adhere to the processes described in the Policy.

	Effective Date: 1/25/2014		Page 1 of 8
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POLICY

PROCUREMENT & OWNERSHIP

Company-Owned Mobile Devices

It is the Company's preference that Employees who need a mobile device in order to perform Company-sponsored business activities secure the mobile device through the Company's equipment request process.

Company-owned mobile devices subscribe to the Company carrier contract for all services. All Company-owned mobile devices and associated telephone numbers supplied by the Company are the property of the Company and are managed by the policies outlined below.

In the event that an Employee leaves the Company or no longer needs a mobile device to perform his/her job duties, the mobile device must immediately be returned to Corporate IT. The telephone number assigned to the mobile device may be transferred to the Employee at his/her request, pending the approval of the Employee's manager. Unless requested and approved, the telephone number will remain with the Company for reuse in the future.

Company-approved devices are listed in the Approved Mobile Devices section below. All costs associated with the mobile device, mobile device acquisition, and the related monthly voice and data plan will be charged back to the requesting business unit.

Employee-Owned Mobile Devices

In cases where the Employee owns a mobile device and wants to use that mobile device for business purposes, including accessing Company information systems, such as email, and applications or data, the following procedures will apply:

The Employee must register the mobile device type and telephone number with IT. To register a mobile device, Employees may do so automatically through the Mobile Device Management interface.

- The mobile device will be approved for access to Company information systems based on the Policy, as described below.
- The Employee will receive a fixed rate reimbursement for voice and data access based on the current cost of similar services through the Company-sponsored voice and data contract. Reimbursement for the said services is the responsibility of the Employee and will be handled by submitting an expense report.

	Effective Date: 1/25/2014		Page 2 of 8
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- The contents of the mobile device will be managed by the Policy, per the data management and security guidelines defined below.
- The Company will not retroactively reimburse Employees for mobile devices or plans to which they have already subscribed and that exceed the fixed rate reimbursement.

NON-EXEMPT EMPLOYEE USE OF COMPANY-OWNED OR COMPANY-ALLOWED MOBILE DEVICES

Non-exempt status applies to employees who are eligible to work and to earn overtime pay for time worked that exceeds the standard number of work week hours. Non-exempt employees are not authorized to use Company-owned or Company-allowed mobile devices for business purposes after normal business hours in a work day, unless this work is pre-authorized by their supervisors before it is worked. As a reminder, time worked by non-exempt employees, that exceeds the number of hours in a standard week, must be submitted on timesheets each pay period and is subject to overtime pay.

DATA MANAGEMENT

The Company retains ownership of all Company data residing on mobile devices and can remove all Company data from the device at any time, specifically if the device is reported lost or stolen, or the Employee terminates.

Any Employee who uses a mobile device to access the Company's information systems is responsible for ensuring that all security procedures used in the management of data on conventional storage infrastructure also are applied here.

Any mobile device used to conduct Company business must be utilized appropriately, responsibly, and ethically. Failure to do so may result in immediate suspension of the Employee's account and/or other forms of discipline, up to and including termination.

The following applies to Company-owned and Employee-owned mobile devices:

- Telephone numbers for Company-owned mobile devices will remain the property of the Company, unless specifically requested by the Employee and approved by the Employee's manager. Telephone numbers will be reassigned to a new mobile device if the Employee no longer needs the mobile device or terminates.
- Company-owned mobile devices must be returned to IT when they are no longer needed/serve legitimate business purposes or if the Employee terminates.
- Company-owned mobile devices may be reused at the discretion of IT once the contents of the mobile device are erased.

	Effective Date: 1/25/2014		Page 3 of 8
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The following applies to Employee-owned mobile devices:

- Company data on Employee-owned mobile devices are governed by the same policies and procedures as any other data on Company-owned mobile devices.
- Connectivity to Company information systems must be granted explicitly for both the mobile device and the Employee requesting access.
- The Company may deny access to Company data for mobile devices that the Company does not believe can be managed to the standards described in the Policy.
- Employees are responsible for all personal data that is kept on a mobile device. This includes backing up personal data to a non-Company backup target. Non-Company data cannot be backed up to any Company storage devices.

The Company is not responsible for any personal data that is lost or compromised in the administration of the Policy.

ACCESS CONTROL

Prior to the initial use of the Company network or related infrastructure, all mobile devices must meet the minimum security and access requirements for mobile devices, related software applications, and utilities, as stated below. Mobile devices that do not meet these requirements will not be allowed to connect to the Company's information systems. Minimum requirements include, but are not limited to:

- Ability to be supported by Company management platforms
- Ability to support a password policy
- Ability to have contents managed from the Company management platform, including the removal of all mobile device content, if necessary.

The Company reserves the right to refuse the connection of mobile devices to Company-connected infrastructure, if it is determined that the mobile device is being used in a manner that puts the Company's systems, data, Employees, and/or customers at risk. Prior to a decision being made by the Director of IT, IT will inform the Employee of the steps that must be taken, which could result in the Employee being denied access to connect to the Company's information systems.

In situations where mobile devices require synchronization with an external data source for activation, i.e., iTunes, the synchronization must be conducted on a non-Company asset. Specifically, the Company prohibits the storage of personal mobile device content such as music, photos, media and other non-business-related data on Company workstations, file servers and mass storage devices.

	Effective Date: 1/25/2014		Page 4 of 8
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SECURITY

All Company-owned or Company-allowed mobile devices used to store Company data must conform to the minimum security standards supported and enforced by the Company's mobile management platform. This includes password protection and data encryption of stored data on the device.

IT will manage all applicable security policies, network, application, and data access centrally by using the appropriate technology solutions. Any attempt to contravene or bypass said security implementation will be deemed an attempt at intrusion and will be dealt with in accordance with existing Company policies.

Employees using mobile devices and related software for network and data access must, without exception, follow secure data management procedures. All mobile devices must be protected by password and encryption, as supported and enforced by the Company's mobile management platform.

Reasonable security measures must be utilized to protect Company-owned or Company-allowed mobile devices with access to proprietary Company data. Employees are expected to secure all such mobile devices whether or not they are actually in use and/or being carried. Securing a mobile device containing Company data includes, but is not limited to, use of passwords and encryption, as well as physical control (e.g. place in locked trunk when left in an unattended vehicle).

In the event that a Company-owned or Company-allowed mobile device is lost or stolen, it is the Employee's responsibility to immediately report the loss to his/her manager or the President at ctc@comprehensivetitle.net or (513) 258-2498.

MOBILE DEVICE SUPPORT

Mobile Devices are intended to be used for business-related applications including email, calendar, contacts and telephone functions. Support beyond these basic application functions will be limited to Company deployed mobile applications. IT will maintain a list of supported company applications.

Additional support provided by IT will vary depending on whether the device is Company-owned or employee-owned.

Employee-Owned Devices

Support for the physical device is the responsibility of the contracted parties (Employee and the provider). Contract terms and conditions, including warranties, insurance or other vendor

	Effective Date: 1/25/2014		Page 5 of 8
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account management issues, are the responsibility of the contracted parties (Employee and the provider).

Company-Owned Devices

IT will manage and maintain the relationship with the responsible vendors for account management, device purchases and warranty issues. Employees with Company-owned devices should contact their manager or the President for business related-support issues of these types.

APPROVED MOBILE DEVICES

An approved mobile device must be able to be managed by the tools supported by IT. If it is determined that a mobile device cannot be managed to the Policy guidelines described above, it will not be approved for access to the network. Mobile devices include smart phones and tablets running the following operating systems:

Company–Supplied/-Allowed Devices/Mobile OS Platforms

- Research In Motion Blackberry- This is the default Company standard mobile device. Unless there is business justification for additional features or capabilities, this is the Company’s default choice for mobile voice and data access.
- Apple iPhone iOS– iPhones are provided on an exception basis based on business justifications.
- Google Android– There are currently many versions of the Android OS that make it difficult to manage with the Company’s uniform standards. Android devices will be supplied only for those Employees who have a demonstrated need for this type of device.

Non-Company-Supplied/-Allowed Devices/Mobile OS Platforms

For Employees that provide their own mobile devices, the following mobile device operating systems will be supported for access to Company information systems. Specific hardware devices will be supported on a best-efforts basis.

- Research In Motion Blackberry
- Apple iPhone iOS
- Microsoft Windows Mobile
- Google Android

	Effective Date: 1/25/2014		Page 6 of 8
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COMPLIANCE WITH OTHER POLICIES AND GUIDELINES

The management of Company-owned and Company-allowed mobile devices that have access to the Company's information systems must be done in compliance with the Company's other related policies, to include:

- [Portable/Mobile Electronic Devices Policy](#)
- [E-mail Policy](#)
- [Internet and E-mail Use](#)
- [Records and Information Management Policy](#)
- [Security of Information & Records](#)

VIOLATIONS

Any Employee who suspects a violation of the Policy, i.e., the mismanagement of a Company-owned or Company-allowed mobile device, should immediately report the suspected violation to IT, which will then investigate the matter.

If it is determined by IT that the Employee has violated the Policy, the Employee will be subject to discipline, up to and including termination.

ACKNOWLEDGEMENT

When accessing Company information systems with a mobile device, the Employee accepts the terms and conditions of the Policy.

All Employees who have been/are provided with a Company-owned or Company-allowed mobile device will be given a copy of the Policy. All such Employees are then responsible for completing and signing the Consent and Acknowledgement Form.

Completed Consent and Acknowledgement Forms should be completed and returned to the President.

	Effective Date: 1/25/2014		Page 7 of 8
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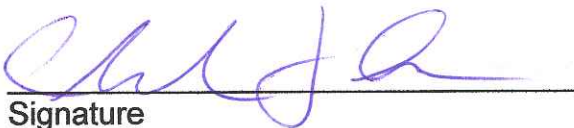
Comprehensive **title corp**

**Comprehensive Title Corp. LLC
MOBILE DEVICE MANAGEMENT POLICY
CONSENT AND ACKNOWLEDGEMENT FORM**

I acknowledge receipt of the Company's Mobile Device Management Policy. I understand that the Policy is in place in order to protect the integrity of the private and confidential client and business data that resides within the Company's technology infrastructure. The Policy intends to prevent data from being deliberately or inadvertently stored insecurely on a mobile device or carried over an insecure network, where it can potentially be accessed by unsanctioned resources and/or persons.

I agree to adhere to the requirements set forth in the above-referenced policy. I am aware that violations of the Policy may subject me to disciplinary action, up to and including termination of my employment and/or termination of my consulting contract and/or independent contractor agreement.

I acknowledge that I have read and understand this Consent and Acknowledgement Form, as well as the attached Mobile Device Management Policy.


Signature

1/25/14
Date

C. Johnson
Name (Printed)

Cincinnati, OH
Your location: City/state (Printed)

	Effective Date: 1/25/2014		Page 8 of 8
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COMPANY POLICIES AND PROCEDURE MANUAL	SECTION
Comprehensive Title Corp. LLC	COMPANY POLICIES
Approval Signature	Subject
	<i>PRIVACY OF PERSONAL INFORMATION OF CONSUMERS AND CUSTOMERS</i>

GENERAL

Scope and Purpose

This policy applies to all directors, officers and employees of the Company and its affiliates and sets forth a requirement to comply with the privacy requirements of the Gramm-Leach-Bliley Act and the complementary and similar statutes enacted by the States and their insurance departments.

The Gramm-Leach-Bliley Act (GLB) is federal law which applies to all financial activities including the services provided by title insurance companies and their agents. Most states have complemented GLB by enacting state statutes or promulgating regulations. This policy does not attempt to respond to such state laws and regulations. It is focused upon the primary provisions of GLB. Company personnel are reminded that state statutes, regulations, orders, or interpretations which provide greater privacy protection than GLB are effective and not superseded by GLB. See e.g. 15 USC 6807.

The purpose of this policy is to protect the privacy of individual consumers by restricting the disclosure of their nonpublic personal information and to forbid all information sharing with nonaffiliated third parties without the consent of the consumer.

POLICY

It is the policy of the Company to respect the privacy of its customers and to protect the security and confidentiality of their nonpublic personal information. Company personnel may not, directly or through any affiliates of the Company, disclose to a nonaffiliated third party any nonpublic personal information unless required or otherwise authorized by law. It is also the policy of the Company to prohibit the disclosure of nonpublic personal information to affiliates except as necessary to process a transaction or to provide services requested or authorized by the consumer. Nonpublic personal information may be disclosed as provided by GLB in 15 USC 6802(e), see Exhibit A.

NOTICE

GLB applies to the provision of settlement services by title insurance companies and their agents in connection with the sale, purchase or finance of an individual consumer's home. The performance of



closings, escrows, surveys, appraisals, flood certifications, exchange services, tax searches, title searches, issuance of title insurance commitments and policies, credit reports, notary services, and document preparation requires compliance with GLB. The notice specified in Exhibit B must be provided to each individual consumer who obtains a settlement service from the Company or the Company's agents.

DEFINITIONS

Affiliate	Affiliate means any company that controls, is controlled by, or is under common control with another company.
Company	Company means any corporation, limited liability company, business trust, general or limited partnership, association, or similar organization.
Consumer	Consumer means an individual who obtains or has obtained settlement services from the Company or agent of the Company that is to be used primarily for personal, family, or household purposes, or that individual's legal representative.
Customer	Customer means a consumer who has a customer relationship with you.
Financial Institution	A financial institution means any institution the business of which is engaging in financial activities. An entity that provides real estate settlement services is a financial institution. The Federal functional regulators have determined that providing real estate settlement services is a financial activity. See e.g. 16 CFR 313.3(2)(x), 12 USC 1843(k)(4).
Nonpublic Personal Information	Nonpublic personal information is personally identifiable financial information that is not publicly available.
Personally Identifiable Financial Information	Personally identifiable financial information is any information a consumer provides to us in order to obtain settlement services which contains personal identifiers such as account numbers, names, or addresses.



Publicly Available Information

Publicly available information means any information we have a reasonable basis to believe is lawfully made available to the general public from Federal, State or local government records. Publicly available information in government records includes information in government real estate records. There is a reasonable basis to believe information contained in the land records is lawfully made available to the general public if we have determined that the information is of the type included on the public record in the jurisdiction where a deed or mortgage would be recorded.



US Code: Title 15, Section 6802

Exhibit A

US Code as of: 01/23/00

Sec. 6802. Obligations with respect to disclosures of personal information

(a) Notice requirements

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title.

(b) Opt out

(1) In general

A financial institution may not disclose nonpublic personal information to a nonaffiliated third party unless -

- (A) such financial institution clearly and conspicuously discloses to the consumer, in writing or in electronic form or other form permitted by the regulations prescribed under section 6804 of this title, that such information may be disclosed to such third party;
- (B) the consumer is given the opportunity, before the time that such information is initially disclosed, to direct that such information not be disclosed to such third party; and
- (C) the consumer is given an explanation of how the consumer can exercise that nondisclosure option.

(2) Exception

This subsection shall not prevent a financial institution from providing nonpublic personal information to a nonaffiliated third party to perform services for or functions on behalf of the financial institution, including marketing of the financial institution's own products or services, or financial products or services offered pursuant to joint agreements between two or more financial institutions that comply with the requirements imposed by the regulations prescribed under section 6804 of this title, if the financial institution fully discloses the providing of such information and enters into a contractual agreement with the third party that requires the third party to maintain the confidentiality of such information.

(c) Limits on reuse of information

Except as otherwise provided in this subchapter, a nonaffiliated third party that receives from a financial institution nonpublic personal information under this section shall not, directly or through an affiliate of such receiving third party, disclose such information to any other person that is a



nonaffiliated third party of both the financial institution and such receiving third party, unless such disclosure would be lawful if made directly to such other person by the financial institution.

(d) Limitations on the sharing of account number information for marketing purposes

A financial institution shall not disclose, other than to a consumer reporting agency, an account number or similar form of access number or access code for a credit card account, deposit account, or transaction account of a consumer to any nonaffiliated third party for use in telemarketing, direct mail marketing, or other marketing through electronic mail to the consumer.

(e) General exceptions

Subsections (a) and (b) of this section shall not prohibit the disclosure of nonpublic personal information -

(1) as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, or in connection with -

(A) servicing or processing a financial product or service requested or authorized by the consumer;

(B) maintaining or servicing the consumer's account with the financial institution, or with another entity as part of a private label credit card program or other extension of credit on behalf of such entity; or

(C) a proposed or actual securitization, secondary market sale (including sales of servicing rights), or similar transaction related to a transaction of the consumer;

(2) *with the consent or at the direction of the consumer;*

(3) (A) to protect the confidentiality or security of the financial institution's records pertaining to the consumer, the service or product, or the transaction therein; (B) to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability; (C) for required institutional risk control, or for resolving customer disputes or inquiries; (D) to persons holding a legal or beneficial interest relating to the consumer; or (E) to persons acting in a fiduciary or representative capacity on behalf of the consumer;

(4) to provide information to insurance rate advisory organizations, guaranty funds or agencies, applicable rating agencies of the financial institution, persons assessing the institution's compliance with industry standards, and the institution's attorneys, accountants, and auditors;

(5) to the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401 et seq.), to law enforcement agencies (including a Federal functional regulator, the Secretary of the Treasury with respect to subchapter II of chapter 53 of title 31, and chapter 2 of title I of Public Law 91-508 (12 U.S.C. 1951-1959), a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety;



- (6) (A) to a consumer reporting agency in accordance with the Fair Credit Reporting Act (15 U.S.C. 1681 et seq.), or (B) from a consumer report reported by a consumer reporting agency;
- (7) in connection with a proposed or actual sale, merger, transfer, or exchange of all or a portion of a business or operating unit if the disclosure of nonpublic personal information concerns solely consumers of such business or unit; or
- (8) to comply with Federal, State, or local laws, rules, and other applicable legal requirements; to comply with a properly authorized civil, criminal, or regulatory investigation or subpoena or summons by Federal, State, or local authorities; or to respond to judicial process or government regulatory authorities having jurisdiction over the financial institution for examination, compliance, or other purposes as authorized by law.



Comprehensive Title Corp. LLC
Privacy Policy Notice
January 25, 2014

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Comprehensive Title Corp. LLC.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Policies and Procedures
Professional Liability Insurance

Purpose	Document procedures for review of professional liability coverage (errors and omissions insurance, fidelity and surety bond) and so that Comprehensive Title Corp. LLC has financial capacity to cover its professional services obligations.
Scope	These policies and procedures are for all of Comprehensive Title Corp. LLC (hereafter referred to as "The Company") locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.
Procedures	<p><i>[The Company should review its legal, contractual and, if applicable, statutory insurance coverage requirements and incorporate those requirements in these procedures.]</i></p> <p>The Company is required pursuant to Section 3953.23 of the Ohio Revised Code to maintain errors and omissions insurance and surety bonds. The President is responsible for tracking and renewing each of these insurance coverages. The Company furnishes copies of all the insurance policies and applicable bonds to their title underwriter(s), including all endorsements, and proof of payment of the current premium.</p> <p>Professional Liability Insurance Coverage - Errors and Omissions</p> <p>The Company carries professional liability insurance for errors and omissions in accordance with The Company's contractual obligations in the amount of at least \$1,000,000.00 issued by Westchester Fire Insurance Company, a company acceptable to our title insurance underwriter. This comprehensive liability policy has a deductible of no more than \$5,000.00 per loss. A copy of most current policy is attached.</p> <p>Surety Bond Coverage</p> <p>Surety bond coverage is required pursuant to Section 3953.23 of the Ohio Revised Code or obtained without obligation as a general good business practice. The Company carries surety coverage of \$150,000.00 issued by Hartford Fire Insurance Company. A copy of the most current bond is attached.</p>

Contact Officer	<i>Charles Johnson, President/CEO</i>
Date Approved	<i>1/28/14</i>
Date of Commencement	<i>1/1/09</i>
Amendment Dates	
Date for Next Review	<i>1/15/15</i>
Related References and Links	<ul style="list-style-type: none"> • <i>Electronic copies saved in m:\comprehensive title\best practices\CTC Surety Bond Policy issued 2012 and CTC EO Policy</i> • <i>Copies of policies attached.</i>



Policies and Procedures
Document Recordation / Title & Settlement Pricing

Purpose	Document recordation and rate/pricing procedures and policies to assist Comprehensive Title Corp. LLC in compliance with applicable contractual obligations and Federal and State Consumer Financial Laws.
Scope	These policies and procedures are for all of Comprehensive Title Corp. LLC (hereafter referred to as "The Company") locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.
Procedures	<p>Pricing Procedures</p> <p>The Company utilizes rate manuals and online calculators, as appropriate to help ensure correct fees are being charged for title insurance policy premiums, state-specific fees and endorsements.</p> <p>Employees are aware of contractual and statutory rate and pricing requirements. Title insurance policy premiums, state specific fees and endorsements are calculated in accordance with the title insurance underwriter or regulatory or promulgated rate manual through The Company's software and/or through the use of title insurance underwriter rate calculators. All applicable rate discounts, such as Simultaneous Issue, Reissue, Refinance, and Substitution rates are calculated in accordance with the requirements in the rate manual.</p> <p>When rate change bulletins are received, the executive vice president and/or president will communicate these rate changes to the appropriate parties and will test the accuracy of such changes and report the results to Company Management.</p> <p>Throughout the year a representative sample of closed files is subject to a post-closing review by Old Republic to conclude if fees were correctly charged.</p> <p>Recording Procedures</p> <p>Every effort is made to submit or ship documents for recording to the county recorder (or equivalent) or the person or entity responsible for recording within 2 business days of settlement.</p> <p>After review of county specific recording requirements documents are submitted for recordation by the title examiner. When available and economically feasible, document recordation will be processed electronically</p>

	<p>via E-recording. When E-recordings cannot be utilized or are not available and when The Company does not utilize an employee, documents will be shipped for recording. The Company ships documents using FedEx, tracks all packages and maintains tracking information forever electronically.</p> <p>Timely responses to recording rejections and verify recording is filed of record.</p> <p>The Company maintains a Recording Log to monitor all recordings. After documents are sent for recordation, The Company maintains contact with the appropriate personnel and parties to resolve any problems. The Company updates the Recording Log with information about outstanding recordings and rejected recordings, status and resolution. After documents are recorded, detailed information such as book, page, instrument number, time and date are included in the transaction file. Each week the Executive VP or President reviews and signs off on the Recording Log.</p>
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Contact Officer	<i>Charles Johnson, President</i>
Date Approved	<i>2/7/14</i>
Date of Commencement	<i>2/7/14</i>
Amendment Dates	
Date for Next Review	<i>1/2015</i>
Related References and Links	<ul style="list-style-type: none"> • <i>Recording log: m:\CTC Procedures\Recording and Tracking Log.xlsx</i> • <i>Rate Manuals are kept in individual offices.</i> • <i>Post-Closing Reviews are kept with the audit by Old Republic.</i>



Policies and Procedures

Consumer Complaints

Purpose	To establish a process for receiving and addressing consumer complaints to help ensure that Comprehensive Title Corp. LLC addresses any instances of poor service or non-compliance.
Scope	These policies and procedures are for all of Comprehensive Title Corp. LLC's (hereafter referred to as "The Company") locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.
Procedures	<p>Maintain a standard consumer complaint form that identifies information that connects the complaint to a specific transaction.</p> <p>The Company has a standard consumer complaint form (attached) and uses this to record any/all consumer complaints. As circumstances warrant, supporting documents are attached to the complaint form which provide additional information including communications, facts or specific details. Management documents approval on completed consumer complaint forms.</p> <p>Single point of contact for consumer complaints and process for routing consumer complaints to appropriate personnel.</p> <p>The Executive Vice President is the single point of contact at The Company for consumer complaints. The nature of the complaint determines to which appropriate personnel the complaint will be forwarded, if necessary.</p> <p>Log of consumer complaints that includes whether and how the complaint was resolved.</p> <p>The Company maintains a Consumer Complaint Log (attached) with information on all consumer complaints and their status. Company Management will periodically review, date and sign-off on the Consumer Complaint Log.</p>

Contact Officer	<i>Executive Vice President</i>
Date Approved	<i>2/7/14</i>
Date of Commencement	<i>2/7/14</i>
Amendment Dates	
Date for Next Review	<i>1/15</i>
Related References and Links	<ul style="list-style-type: none"> • <i>Consumer Complaint Form is kept in m:\Best Practices\CTC Consumer Complaint Form.doc.</i> • <i>The Consumer Complaint Log is kept in m:\Best Practices\CTC Consumer Complain Log.xlsx</i>



Comprehensive **title corp**

COMPANY POLICIES AND PROCEDURE MANUAL Comprehensive Title Corp. LLC	SECTION COMPANY POLICIES
Approval Signature	Subject Security of Information and Records

GENERAL

Scope and Purpose

This policy applies to all regional, branch and subsidiary locations and corporate departments. Its purpose is to provide general guidelines for the security and safeguarding of Company information.

Background

Information flow is vital to the operation and success of the Company. Without timely and relevant information, managers and employees cannot perform efficiently and effectively. However, information contained in the Company's records is Company property. Therefore, this information, particularly information related to the Company and other confidential data, must be accessible only to authorized individuals.

POLICY

Company information classified as confidential or having considerable value to the Company, whether maintained in manual or automated files, must be adequately secured to prevent unauthorized disclosure, manipulation or destruction. Information security procedures should be periodically reviewed by the appropriate manager for adequacy, recoverability and continued compliance with established information security objectives.

Company employees are expected to respect the confidentiality of information and not discuss nor disclose to outside parties any confidential or proprietary information obtained. In addition, such information should not be discussed with other employees, except when required in the performance of designated tasks relating to areas of responsibility.

This includes, but is not limited to, the following types of information:

1. Financial information projections, reports and records such as earnings statements, cash securities, investments, budgets, receivables or claims.
2. Human Resources, payroll information and records.

	Effective Date: 1/25/2014		Page 1 of 4
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3. Operations related information: e.g., title plants, agency contracts, agency performance reports, commissions, orders and other records.
4. Marketing information, customer listings and National Accounts reports and records.
5. Information that may impact the value of the Company such as mergers and acquisitions, major new lines of business or coverage, major personnel changes, rates, fees or prices, any unusual gains or losses in major operations and major marketing changes.
6. Customer transactions, especially escrows, trusts and collections.
7. Starter files, tract and general indices information.
8. Other information or records vital to Company interests.

GUIDELINES

Access Security

Access security may be provided by physical or selective access methods. Physical methods may include locking files, placement of information in secluded or restricted areas or in the custody of an information librarian. For example, checks or drafts and check signing machines are to be kept under lock and key when not in use.

Selective access is most common in automated systems and incorporates such security features as passwords, security badges or keys. The method and cost of providing security must be appropriate considering the value of the information to the Company.

Amount of Security

Security must be tailored to local requirements, needs and operating procedures as determined by local management. The amount of security required is a function of confidentiality, recoverability and value of the information to the Company. At a minimum, access to offices should be restricted to Company personnel and adequately secured at night or on weekends and holidays.

Backup and Recovery

A satisfactory backup and recovery plan should be developed for significant information. The frequency of backup and length of recovery time depends on the information type, usage and statutory requirements. Periodic testing of backup and recovery plans should be performed and documented for management's review to ensure the plans are reliable and workable.

Employee Considerations

	Effective Date: 1/25/2014		Page 2 of 4
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To enhance information security, management should assign information maintenance (the responsibility of updating key files and the ability to alter data) to responsible employees and ensure adequate segregation of duties. In the event of an employee transfer or termination, care must be exercised to ensure information is not altered, removed or destroyed and that the employee's ability to access the information is eliminated.

Reports Distribution

Management and supervisors must ensure that reports are delivered promptly and reliably to only those persons authorized to receive them. It is the responsibility of the end user department to establish report distribution. Data processing departments should distribute all report copies to a single primary user that is responsible for further distribution. As much as possible, destroy sensitive printouts before discarding.

Service Bureaus

Operations processing data through service bureaus are subject to periodic review, similar to that of an internal center, recognizing the constraints which apply in reviewing an external service.

It should be stressed that the appropriate time for reviews and discussions of security and backup with a service bureau is prior to entering into an agreement. Items such as rights to backup data and other security and confidentiality concerns should be clearly outlined in the contract. Documentation of, or independent account reports on the internal controls of the service bureau should be obtained before entering into any processing agreement. Of particular concern is the accessibility of Company data in the service bureau environment where multiple title companies may be processed by the same service company.

Physical Security

In the typical office environment, it is difficult to ensure the physical security of computer related equipment. Computer terminals and personal computer equipment is often required to be placed in open, accessible areas. Certain steps may be taken to enhance physical security, including:

1. Keyboard and/or device locking, where applicable, should be used at night and over weekends.
2. Items such as computer tapes, diskettes and original vendor supplied copies of software should be kept under lock and key when not actually in use.
3. Access to actual computer facilities is limited to authorized Company employees. Local management should specifically approve access to other than Company personnel.
4. Computer devices in commonly accessible areas should be powered down at night and over weekends (most applicable to personal computers).



Sale of Services

The sale of computer time and/or processing services is not permitted without specific approval by the Systems Committee.

Software

All software developed or purchased by the Company is Company property. Company software is not to be copied except for backup purposes.

Company software may not be given to any outside party except with specific approval by the Systems Committee.

Unauthorized Access

Locations utilizing data communications equipment including dial-up phone lines, may experience unauthorized access by outside parties. Any such unauthorized access, successful or not, is to be considered a security violation until otherwise determined. Incidents of this kind must be documented in writing and brought to the attention of local management and the Chief Information Officer.

Use of Resources

Use of the Company's computer resources is restricted to approved business purposes. The use of computer resources by an employee, including those with approved access to said resources, for personal or non-business related purposes is prohibited.

Security Violations

If security violations are identified, management should take the appropriate action relative to the circumstances, including terminations or prosecution, if deemed appropriate. The General Counsel should be contacted for advice and counsel.

Passwords

All passwords and sign-ons should be kept in utmost privacy. If you feel security has been compromised in any fashion, immediately notify the IT department.

RESPONSIBILITY

All levels of management, including Regional Vice Presidents, Branch managers and Corporate department heads, are responsible for implementing this policy. Although in certain instances an internal data processing center or outside service bureau may act as custodian for information and provide a certain amount of security, the ultimate responsibility for information security rests with management.



Policies and Procedures
Escrow/Trust Accounting

Purpose	Document escrow/trust internal controls are in place to meet requirements for the safeguarding of client funds and to minimize the exposure to loss of client funds.
Scope	These policies and procedures are for all of Comprehensive Title Corp. LLC (hereafter referred to as "The Company") locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.
Procedures	<p>Escrow funds and operating accounts are separately maintained.</p> <p>The Company maintains <u>(insert # of escrow/trust accounts)</u> for real estate and mortgage loan transactions. Escrow/trust funds The Company maintains under a fiduciary capacity are not commingled with The Company's operating funds or an employee or manager's personal account.</p> <p>Escrow/Trust Accounts Trial Balance Reports.</p> <p>A trial balance report depicting the balance of a particular customer's funds can be produced for each escrow/trust account at any time. This report depicts all individual customer file balances that do not have a zero balance. On a monthly basis, the Charlie Johnson, President & CEO reconciles the trial balance report to the bank balance and reconciled book balance, creating a "three way" reconciliation.</p> <p>Trial balance reports are produced for each escrow/trust account maintained by The Company, including recording accounts and underwriter premium accounts.</p> <p>Escrow/Trust Account Reconciliations</p> <p>It is the responsibility of Charlie Johnson, President & CEO to reconcile the escrow/trust accounts. Account receipts and disbursements activity are reconciled daily (two-way). Monthly <u>(or insert frequency if greater than monthly)</u>, a three-way reconciliation between the bank records, book records, and trial balance is performed. This reconciliation is completed within <u>(insert # of days after receipt of bank statement)</u>.</p> <p>A listing is kept of all escrow/trust accounts. This listing includes underwriter premiums accounts, recording accounts and dormant accounts.</p> <p>Escrow/trust account reconciliations are performed by an <u>(insert role/function)</u> who does not have check signing authority or the capability/authority to perform wire transfer transactions.</p>

	<p>performed by (insert vendor(s) used). Every (insert how often) years a background check (including criminal and credit) is performed on existing employees who have access to escrow/trust account funds.</p> <p>Escrow/trust account training.</p> <p>The Company provides escrow/trust account training (insert when and frequency) to individuals handling customer funds and conducting escrow/trust account reconciliations. This training is conducted by (insert vendor or role/function). All training and continuing education is tracked and maintained by (insert function or role name).</p>
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Contact Officer	<i>Charles Johnson, President, CEO</i>
Date Approved	<i>2/11/14</i>
Date of Commencement	<i>1/1/14</i>
Amendment Dates	
Date for Next Review	<i>1/1/15</i>
Related References and Links	<ul style="list-style-type: none"> • <i>Reference where policies and procedures relating to escrow accounting and trust accounts are kept.</i> • <i>Reference where banking agreements and wire transfer user reports are kept.</i> • <i>Reference where the Escrow Account Info is kept. This is a summary of pertinent escrow account information.</i> • <i>If appropriate incorporate links to your specific state escrow regulations. For example:</i>

Each month escrow/trust account reconciliations are reviewed by Company management and evidence of the review is documented. The escrow/trust account reconciliations are available to the title insurance underwriter at any time requested.

Escrow/trust account reconciling items are clearly noted on the reconciliations. These reconciling items are followed up and addressed by **(insert role/function)** within **(insert # of days)** of completion of the reconciliation so as to not carry over on the reconciliations from month to month.

Escrow/Trust Accounts are properly labeled and maintained in insured institutions.

Escrow/trust bank accounts are appropriately designated as "escrow" or "trust" accounts. This designation is noted in the original banking agreements as well as on our check stock, deposit slips, and bank statements. Unless mandated by state regulation or directed by a customer with a signed agreement, escrow/trust accounts are maintained with insured financial institutions.

Dormant file balances.

Customer files that continue to hold funds after the settlement date are reviewed periodically to determine if any disbursements have been made. Management approval by **(insert function or role name)** is required for any disbursement from an inactive escrow. An inactive escrow is defined as any escrow which has had no activity for the past six months. This approval is documented and maintained.

Banking Transactions conducted by authorized employees.

Via agreements with financial institutions, The Company management authorizes employees for escrow/trust bank account transactions. Wire transfer initiation and approval levels are set by The Company and reviewed for changes in staff routinely. Former employees are immediately deleted as signatories and authorized wire transfer individuals. A list of authorized individuals is maintained in the Escrow Account Information Report (see attached example). The individual(s) designated as the 'wire transfer administrator' to set-up and change online banking permissions has been authorized by management.

Authorized check signers and wire individuals do not maintain the escrow/trust accounting records or perform the escrow/trust account reconciliations.

Positive pay, ACH Blocks, and international wire blocks are used.

The "Positive Pay" feature offered by our financial institutions is used on escrow/trust accounts. **(Insert function or role name)** reviews the positive pay exception report **(insert when received and reviewed)**. All positive pay reports are maintained and any exceptions are documented and explained.

ACH blocks and international wire blocks are placed on all escrow/trust accounts to prevent unauthorized users from withdrawing funds from the escrow/trust account.

Background checks.

Before an individual is hired, a background check (criminal and credit) is

Westchester Fire Insurance Company

Title Agents Professional Liability Insurance

RENEWAL CERTIFICATE

IN CONSIDERATION OF THE PREMIUM FOR THE RENEWAL POLICY IDENTIFIED BELOW, WESTCHESTER FIRE INSURANCE COMPANY RENEWS THE EXPIRING POLICY FOR THE PERIOD SET FORTH BELOW. THIS COVERAGE ONLY APPLIES TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO WESTCHESTER FIRE INSURANCE COMPANY DURING THE POLICY PERIOD, AUTOMATIC EXTENDED REPORTING PERIOD, OR IF ELECTED, THE EXTENDED REPORTING PERIOD, PURSUANT TO THE TERMS AND CONDITIONS OF THE EXPIRING POLICY LISTED BELOW.

This Certificate renews the below referenced Expiring Policy and grants new Limit(s) of Liability and a new Deductible. The terms, conditions and exclusions of the below referenced Expiring policy, except as otherwise indicated herein, or in endorsements attached hereto, apply to the renewal Policy Period.

Renewal Policy Number: CPL G2859 5721 002 Renewal of: CPL G2659 5721 001

Item 1: NAMED INSURED: Comprehensive Title Corp., LLC

MAILING ADDRESS: 8040 Hosbrook Road
Cincinnati, OH 45236

Item 2: POLICY PERIOD: Inception Date: 01-Feb-2014 Expiration Date: 01-Feb-2015
Effective 12:01 a.m. Standard Time at the mailing address of the Named Insured shown in Item 1

Item 3: LIMIT OF LIABILITY: Each Claim: \$1,000,000
Aggregate: \$1,000,000
\$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 and Every Claim

a. The deductible amount specified above applies only to Damages.
b. The deductible amount specified above applies to both Damages and Claims Expenses.

Item 5: ANNUAL PREMIUM: \$3,158.00

Item 6: RETROACTIVE DATE: 01-Feb-2008

Item 7: PROFESSIONAL SERVICES: Title Agent, Title Abstractor, Closing Agent, Escrow Agent & Notary Public

Item 8: A. Notice of Claim or Wrongful Act: B. All other notices:

Attention Claims Manager
The Plus Companies Inc.
520 U.S. Highway 22
Bridgewater, NJ 08807-0920
Fax: 908-685-7655
Email: ngunpel@thepluscos.com


The Plus Companies Inc.
520 U.S. Highway 22
P.O. Box 6820
Bridgewater, NJ 08807-0920

Item 9: Optional Extended Reporting Period: As Expiring.

Item 10: ADDITIONAL ENDORSEMENTS: (These endorsements are in addition to those contained in the Expiring Policy)

Application form: PF-28291 (8/11)

PF-25691(09/09) Plus Co


Authorized Representative

30 MONTGOMERY STREET
 SUITE 1000
 JERSEY CITY, NJ 07302
 (877)803-9252 FAX: (201)631-5640

PREMIUM FINANCE AGREEMENT

IPFS CORPORATION

A	CASH PRICE (TOTAL PREMIUMS)	\$3,158.00
B	CASH DOWN PAYMENT	\$473.70
C	PRINCIPAL BALANCE (A MINUS B)	\$2,684.30

AGENT (Name & Place of business) AURORA, INC. 120 BROADWAY ALBANY, NY 12204 (518)449-3180 FAX: (518)449-1182	INSURED (Name & Residence or business) COMPREHENSIVE TITLE CORP., LLC 8040 HOLSBROOK RD. SUITE 315 CINCINNATI, OH 45238-2500 (513)258-2498
--	---

Commercial

Account #:

LOAN DISCLOSURE

Quote Number: 2333149

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 9.000%	FINANCE CHARGE The dollar amount the credit will cost you. \$112.00	AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$2,684.30	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled \$2,796.30
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YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments 10	Amount Of Payments \$279.63	When Payments Are Due Beginning: MONTHLY 03/01/2014
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ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$10.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
CPLG26595721002	02/01/2014	WESTCHESTER FIRE INSURANCE CO TENNANT RISK SERVICES INSURANCE	ERRORS & OMISSIONS	0.000%	12	3,158.00
Broker Fee:						\$0.00
TOTAL:						\$3,158.00

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

Signature of Insured or Authorized Agent
 (10/11) Copyright 2011 IPFS Corporation

DATE

Signature of Agent

DATE

2/7/2014 Web - OHC

EFFECTIVE DATE: May 22, 2012

Bond No: 01BSBGG9863

TITLE AGENT BOND

(PURSUANT TO SECTION 3953.23 OF THE OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, That Comprehensive Title Corp, LLC
[Principal's Name]
of 8040 Hosbrook Road, Cincinnati,
[Principal's Street] [Principal's City]
Ohio, 45236 as Principal, and Hartford Fire Insurance Company
[Principal's State] [Principal's Zip Code] [Surety's Name]
One Hartford Plaza, Hartford
[Surety's Street] [Surety's City]
Connecticut, 06155 as Surety are held and firmly bound unto the State of
[Surety's State] [Surety's Zip Code]

Ohio as Obligea, or to any aggrieved person, who may be injured by the Principal as hereinafter provided in the penal sum of ONE HUNDRED and FIFTY THOUSAND DOLLARS (\$150,000.00) 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.

The above named Principal is licensed as an individual or business entity title insurance agent, who handles escrow, settlement, or closing functions for real estate transactions not involving the issuance of title insurance. The obligation shall be for the benefit of any aggrieved persons sustaining a loss resulting from theft, misappropriation, fraud, or any other failure to properly disburse settlement, closing, or escrow funds in a real estate transaction not involving the issuance of title insurance by the title agent or its owners, employees, or officers.

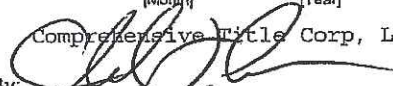
Now, therefore, the condition of the above obligation is such, that if the above bonded Principal shall indemnify any person against the loss of money or such property, to which he is entitled, which he shall sustain through any fraudulent or dishonest act or acts committed by the Principal or its employees or officers as an escrow, settlement, or closing agent in a transaction where there is no title insurance policy issued, then this obligation shall be void, otherwise to remain in full force and effect. 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 Superintendent of Insurance of its desire to be released.

Signed, sealed and dated this 22nd day of May, 2012
[Day] [Month] [Year]

As Witness:

By: _____
[Witness]

Comprehensive Title Corp, LLC

By: _____
[Principal]

Test as Surety and Its Corporate Seal

Hartford Fire Insurance Company
[Surety's Name]

By: _____
[Witness]

By: _____
Melanie McGovern, Attorney-in-Fact

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2011

(Statutory Basis)

ASSETS		LIABILITIES	
U.S. Government Bonds	\$ 485,612,905	Reserve for Claims	\$
Bonds of Other Governments	240,897,881	and Claim Expense.....	7,270,127,668
State, County Municipal		Reserve for Unearned Premiums	1,974,189,570
Miscellaneous Bonds	12,112,820,103	Reserve for Taxes, License	
Stocks	5,089,855,504	and Fees	56,411,148
Short Term Investments	312,895,635	Miscellaneous Liabilities	2,245,290,480
	<u>\$ 18,242,082,028</u>	Total Liabilities	<u>\$ 11,546,018,866</u>
Real Estate	\$ 159,952,994	Capital Paid In \$	54,740,000
Cash	117,892,626	Surplus	<u>12,539,582,102</u>
Agents' Balances (Under 90 Day)	2,763,607,213	 	
Other Invested Assets	491,159,269	Surplus as regards Policyholders.....	\$ <u>12,594,322,102</u>
Miscellaneous	2,365,646,838	Total Liabilities, Capital	
Total Admitted Assets	<u>\$ 24,140,340,968</u>	and Surplus	<u>\$ 24,140,340,968</u>

STATE OF CONNECTICUT
 COUNTY OF HARTFORD
 CITY OF HARTFORD

} ss.

M. Ross Fisher, Assistant Vice President, and Patricia A. Murrone, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2011.

Subscribed and sworn to before me
 this 17th day of April, 2012.

Nora M. Stranko

 Nora M. Stranko
 Notary Public
 My Commission Expires March 31, 2013



M. Ross Fisher

 M. Ross Fisher, Assistant Vice President

Patricia A. Murrone

 Patricia A. Murrone, Assistant Secretary

Office of Financial
Regulation Services
50 West Town Street
Third Floor-Suite 300
Columbus, Ohio 43215
(614) 644-2658
Fax (614) 644-3256
www.ohioinsurance.gov

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 03/27/12
Effective 04/02/12
Expires 04/01/13

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

HARTFORD FIRE INSURANCE COMPANY

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)	
Accident & Health	Private Passenger Auto-Liability Other
Aircraft	Private Passenger-Phys Damage
Allied Lines	Surety
Boiler & Machinery	Workers Compensation
Burglary & Theft	
Commercial Auto - Liability Other	
Commercial Auto - Phys. Damage	
Earthquake	
Fidelity	
Fire	
Glass	
Group Accident & Health	
Inland Marine	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	
Multiple Peril - Homeowners	
Ocean Marine	
Other Liability	

HARTFORD FIRE INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2011 that it has admitted assets in the amount of \$24,140,340,968, liabilities in the amount of \$11,546,018,866, and surplus of at least \$12,594,322,102.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor
Lt. Governor/Director





Billing Company:
Hartford Fire Insurance Company

Pay Online: www.thehartford.com/servicecenter
For Billing Questions Call: 1-866-467-8730
7 a.m. to 7 p.m. Central Time (Mon - Fri)
Report Bond Claims to: 1-888-266-3488

5/11/13
PIF CK#
1440
\$750.00

Insurance Bill

Billing Account #: 13756055

To Pay in Full: \$750.00	Minimum Due: \$750.00	Due Date: 05/22/13
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If your payment is not received by the due date, a late fee of \$30.00 will be assessed.

Named Insured: **COMPREHENSIVE TITLE CORP LLC**
Your Agent: **AURORA INC**

ACCOUNT SUMMARY as of 04/22/13 **IMPORTANT MESSAGES**

Previous Account Balance	\$780.00
Payments & Adjustments	-\$780.00
Premium Activity	\$750.00
New Fee(s)	\$0.00
Account Balance	\$750.00

• Thank you for renewing your insurance with The Hartford.

TRANSACTION DETAILS (since your last bill)						
Transaction Date	Transaction Description	Policy #	Policy Type	Payments/ Adjustments	Premium Activity	Fee Activity
07/06/12	Payment- Thank You			-\$750.00		
05/22/13	Renewal	01BSBG9863	Surety		\$750.00	
07/06/12	Late Fee Reversed			-\$30.00		
TOTALS				-\$780.00	\$750.00	\$0.00

Thank you for selecting The Hartford. We appreciate your business.

Please detach here and insert with your payment. Write the account number on the check and make payable to **The Hartford**

Check below and **complete reverse side** to request:

- Address Changes
- Policy Cancellation

Mail Payments To:

The Hartford
P O Box 660916
Dallas, TX 75266-0916

Account Number: **13756055**

Amount Enclosed: 750.00

Payment Due Date	05/22/13
Pay In Full	Minimum Due
\$750.00	\$750.00

1692
COMPREHENSIVE TITLE CORP LLC
8040 HOSBROOK ROAD
CINCINNATI, OH 45236



011375605567110904000000750000000075000&10002

01716*

*4103213756055



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/13/2007	200734602980	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

JOHNSON
4775 DRAKE RD
CINCINNATI, OH 45243

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1745132

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

COMPREHENSIVE TITLE CORPORATION, LLC

and, that said business records show the filing and recording of:

Document(s)

ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):

200734602980



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 11th day of December,
A.D. 2007.

Ohio Secretary of State



Prescribed by :

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

2007 DEC 11

Expedite This Form: (Select One)	
Mail Form to one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

**ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY**
(Domestic or Foreign)
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

<input checked="" type="checkbox"/> (1) Articles of Organization for Domestic Limited Liability Company (115-LCA) ORC 1705	<input type="checkbox"/> (2) Application for Registration of Foreign Limited Liability Company (106-LFA) ORC 1705
(Date of Formation)	(State)

Complete the general information in this section for the box checked above.

Name Comprehensive Title Corporation, LLC

Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
(mm/dd/yyyy)

This limited liability company shall exist for _____
(Optional) (Period of existence)

Purpose To close real estate transactions.
(Optional)

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional) Comprehensive Title Corporation, LLC
(Name)
8040 Hosbrook Rd, Suite 315
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

Cincinnati Ohio 45243
(City) (State) (Zip Code)

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

Comprehensive Title Corporation, LLC

(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

Charles E. Johnson

(Name of Agent)

4775 Drake Rd.

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Cincinnati

(City)

Ohio

(State)

45243

(Zip Code)

Must be authenticated by an authorized representative

Authorized Representative (with signature)

11-28-07

Date

Authorized Representative (empty box)

Date (empty box)

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

Comprehensive Title Corporation, LLC

(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

Agent's signature (with signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

 (Name)

 (Street) NOTE: P.O. Box Addresses are NOT acceptable.

 (City) (State) (Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

 (Name)

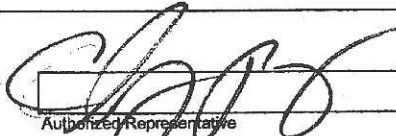
 (Street) NOTE: P.O. Box Addresses are NOT acceptable.

 (City) Ohio (Zip Code)
(State)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- a. the agent cannot be found, or
- b. the limited liability company fails to designate another agent when required to do so, or
- c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED
Must be authenticated (signed)
by an authorized representative
(See Instructions)

 _____
 Authorized Representative 12-10-07
 Date

(Print Name)
CHARLIS JOHNSON

 Authorized Representative _____
 Date

(Print Name)

