

**MEMORANDUM OF UNDERSTANDING  
Regarding electronic recording through  
California Electronic Recording Transaction Network Authority**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and executed as of this 26 day of October, 2016, by and between member and client counties participating in California Electronic Recording Transaction Network Authority, a California Joint Powers Authority, (hereinafter referred to, each, as "COUNTY") and CIS Financial Services Inc (hereinafter referred to as "SUBMITTER") and Simplifile (hereinafter referred to as "AGENT", if any). Hereinafter collectively referred to as the "ERDS SUBMITTER".

**RECITALS**

The purpose of this MOU is to confirm and establish the SUBMITTER's agreement and understanding of the procedures required to record documents electronically in COUNTY. The responsibilities established by this MOU are intended to assure that the Electronic Recording Delivery System ("ERDS"), as implemented and maintained by the California Electronic Recording Transaction Network Authority, a California Joint Powers Authority ("CERTNA") and of which COUNTY is a member or client, is secure and that ERDS operating procedures are sufficient to assure the continuing security and lawful operation of the ERDS in accordance with the Electronic Recording Delivery Act of 2004, set forth at California Government Code section 27390 et seq., and the regulations promulgated thereunder, set forth at California Code of Regulations ("CCR"), Title 11, Division 1, Chapter 18, Articles 1 through 9 (referred to herein, collectively, as the "Act").

**AGREEMENT**

NOW, THEREFORE, COUNTY AND ERDS SUBMITTER hereby agree as follows:

## **ARTICLE I -- DEFINITIONS**

Capitalized terms used herein shall have the meaning assigned to such terms in the Act, as may be amended from time to time. Whenever there is a reference to a "Section" contained herein it shall refer to the California Government Code unless otherwise specified. Whenever there is a reference to the "CCR" contained herein it shall refer to the California Code of Regulations, Title 11, Division 1, Chapter 18 unless otherwise specified.

## **ARTICLE II – GENERAL DUTIES AND RESPONSIBILITIES**

A. **ERDS Participant.** SUBMITTER and/or its designated and authorized AGENT each acknowledge that it is a voluntary participant in ERDS.

B. **SUBMITTER (Section 27391 (b)).** If SUBMITTER is one of the types of entities described in Section 27391(b), or an authorized AGENT of such an entity, then SUBMITTER is authorized under this MOU to deliver to COUNTY for recording, and return to the party requesting recording, a digitized electronic record that is an instrument affecting a right, title, or interest in real property.

C. **SUBMITTER (Section 27397.5 (b)).** If SUBMITTER attests that it is one of the types of entities described in Section 27397.5(b), or an authorized AGENT of such an entity, then SUBMITTER is authorized under this MOU to deliver to COUNTY for recording, and return to the party requesting recording, a digital or digitized electronic record that is an instrument of reconveyance, substitution of trustee, or assignment of deed of trust.

D. **ERDS Procedures.** ERDS SUBMITTER is wholly responsible for the scanning, transmission, submission of documents, and notification as to the identification of the Submitter each Agent is acting on behalf at the time of submission. ERDS SUBMITTER agrees to abide by the procedures for ERDS as set forth by CERTNA and COUNTY, and by those regulations set forth at 11 CCR Division 1, Chapter 18 and of County specific Operating Procedures. A copy of the COUNTIES' current Operating Procedures related to the ERDS SUBMITTER workstation will be

available on [www.certna.com](http://www.certna.com) or may be obtained from COUNTY. CERTNA and COUNTY each reserve the right to modify its own procedures at any time without prior notice.

**E. Mailing of Recorded Documents.** ERDS SUBMITTER shall ensure that a copy of the first page of each electronically recorded document is securely affixed to the corresponding original document as a cover page thereto, and shall return said document to applicable parties at the address specified in the instructions for mailing in the document pursuant to Government Code 27361.6 and 27391 (d).

**F. Approval of Hardware and Software.** All hardware and software used by ERDS SUBMITTER in the ERDS scanning and submitting process and any additional uses for the scan/submit stations must be approved by COUNTY prior to installation.

**G. SUBMITTER to Provide Hardware and Software.** ERDS SUBMITTER shall provide to COUNTY and CERTNA guidelines for any specific software/hardware configuration required to install ERDS on ERDS SUBMITTER's network. The ERDS SUBMITTER shall provide, at no cost to COUNTY and CERTNA, any and all specific software/hardware identified as required by ERDS SUBMITTER.

**H. Access to ERDS.** Access to the ERDS software, scan, and transmission process shall be governed by an authentication system approved by CERTNA and COUNTY. All administrative access to the authentication system shall be restricted to COUNTY employees and CERTNA employees only. ERDS SUBMITTER shall not perform any authentication administration. ERDS SUBMITTER acknowledges that its access to the ERDS is governed by an agreement by and between ERDS SUBMITTER and CERTNA.

**I. Duty to Notify.** ERDS SUBMITTER agrees to notify COUNTY and CERTNA in writing, within three (3) business days, of system users who leave employment, who change office locations, who has been determined not capable or no longer necessary to have access, or who are no longer qualified pursuant to the Act.



CERTNA shall delete or modify security access for such system user within a commercially reasonable period of time.

**J. ERDS Remote Access.** ERDS SUBMITTER shall provide to CERTNA and COUNTY controlled remote access to the ERDS system for system administration and maintenance purposes on an “as needed” basis.

**K. Access to SUBMITTER’s Hardware and Software.** ERDS SUBMITTER shall provide CERTNA and COUNTY with physical access during normal business hours to all of ERDS SUBMITTER’S hardware and software directly interacting with the CERTNA ERDS system.

**L. Technical Support.** ERDS SUBMITTER shall provide “first-level technical support,” as defined in the County specific Operating Procedures, to its users of the ERDS hardware and software. ERDS SUBMITTER agrees to perform basic maintenance of its hardware on a regular basis consistent with best practices in the information technology industry.

**M. Ownership of ERDS.** CERTNA retains ownership of the ERDS software and is responsible for any modifications, upgrades, or enhancements. COUNTY shall provide ERDS SUBMITTER access to ERDS on an “As-Is” basis. SUBMITTER and AGENT may remit suggestions for enhancements to CERTNA or COUNTY for consideration. CERTNA, in its sole discretion, has final authority on the functionality, enhancements, or upgrades of the ERDS software.

**N. Modifications to ERDS.** ERDS SUBMITTER is expressly prohibited from making any software/hardware modification to the ERDS system without prior written consent of CERTNA, which consent may be granted or withheld in the sole discretion of CERTNA.

**O. Access to ERDS.** Notwithstanding any other provision hereof, COUNTY or CERTNA may terminate access to ERDS, or any part thereof, or may terminate access of any SUBMITTER and/or AGENT, or any authorized staff, at any

time COUNTY or CERTNA, in its sole discretion, deems it necessary to protect ERDS, to protect the public interest, to protect the integrity of public records, or to protect homeowners or real property owners from financial harm, or for any of the other reasons specified in Section 27391(c), including, but not limited to a substantive breach of this MOU or a violation of requirements imposed by ERDA or the regulations promulgated thereunder. It is understood and acknowledged by the parties hereto that no cause of action or liability against the COUNTY or CERTNA or any government agency shall arise from any decision of the COUNTY or CERTNA to terminate or deny access of any person or entity to ERDS.

**P. SUBMITTER's Privileges.** ERDS SUBMITTER shall be limited to those privileges granted in writing by COUNTY as specified in CCR § 999.142. The ERDS SUBMITTER is strictly prohibited from submitting ERDS payloads (as defined in CCR § 999.108) on behalf of another ERDS SUBMITTER except as provided for in this MOU. In no event shall shared user accounts be issued, and the sharing of ERDS authentication credentials is strictly prohibited. In the event that COUNTY or CERTNA determines that any provisions or procedures have been or are imminently in danger of being violated, COUNTY or CERTNA may revoke immediately and without prior notice all electronic submission privileges of ERDS SUBMITTER.

**Q. Proprietary or Confidential Information of COUNTY.** ERDS SUBMITTER understands and agrees that, in the performance of the work or services under this MOU or in contemplation thereof, ERDS SUBMITTER may have access to private or confidential information which may be owned or controlled by COUNTY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to COUNTY. ERDS SUBMITTER agrees that all information disclosed by COUNTY to ERDS SUBMITTER shall be held in confidence and used only in performance of this MOU. ERDS SUBMITTER shall exercise the

same standard of care to protect such information as a reasonably prudent SUBMITTER would use to protect its own proprietary data.

R. Each SUBMITTER shall execute a copy of the Declaration set forth as Attachment A hereto.

### **ARTICLE III – TECHNICAL REQUIREMENTS**

A. ERDS SUBMITTER hereby certify that all equipment owned, and software interacting with the ERDS shall meet all requirements as set forth in the ERDA and associated regulations, including but not limited to the following:

1. Scanner Requirements
  - i. See requirements set forth in County specific Operating Procedures.
2. ERDS Payloads
  - i. Type 1 and Type 2 Instruments.
  - ii. For the purposes of ERDS, these instruments are categorized as “Type 1” and “Type 2.” As defined in CCR § 999.108(26). Multiple digital electronic records or digitized electronic records within the same payload are allowed; only Secure Access users are authorized to include both Type 1 and Type 2 instruments in the same ERDS payload.
  - iii. The content of Type 1 and Type 2 instruments shall be as follows:
    1. Type 1 Instruments: those affecting a right, title, or interest in real property, shall be delivered as digitized electronic records.



2. Type 2 Instruments: instruments of reconveyance, substitution of trustee, or assignment of deed of trust, shall be delivered as digitized electronic records or digital electronic records.

B. Additional specifications are set forth in the County specific Operating Procedures, which is hereby incorporated by reference. ERDS SUBMITTER agrees that all users, equipment (owned by SUBMITTER or AGENT, if any), and software interacting with the ERDS shall meet all of the additional specifications set out in the County specific Operating Procedures. The County specific Operating Procedures include specifications for the following:

1. File Type
2. DPI
3. Index Information
4. Priority Levels Available
5. Submission Cut-Off Times
6. Support Procedure and Contact Information

In the event the County specific Operating Procedures does not list File Type, the File Type is assumed to be TIFF. In the event the County specific Operating Procedures does not list DPI, the DPI is assumed to be 300.

#### **ARTICLE IV – MANDATORY PROVISIONS PER CCR**

A. **Security Requirements for Computer Workstations.** Pursuant to CCR § 999.138, COUNTY shall ensure that all endpoints are secure. Workstations used to submit, retrieve, or, when applicable, return ERDS payloads shall be protected from unauthorized use and access. At a minimum, ERDS SUBMITTER'S workstations shall meet all of the following requirements:

1. Anti-malware software configured to start on system boot-up.
2. Operating system software with the most up-to-date patches and hot-fixes.
3. Host based firewall configured to restrict inbound and outbound connections.

Applications installed on work stations shall be limited to the purpose of performing the necessary operational needs of the electronic recording process as defined by COUNTY. SUBMITTER shall ensure that the AGENT, (if any) complies with the provisions of this section.

B. Additional specifications shall be set forth in the County specific Operating Procedures. ERDS SUBMITTER agree that all users, equipment (owned by SUBMITTER or AGENT, if any), and software interacting with the ERDS shall meet all of the additional specifications set out in the County specific Operating Procedures.

C. **Establishment of Procedures.** Pursuant to CCR §§ 999.131 and 999.146(b), ERDS SUBMITTER shall follow the ERDS Operating Procedures established by COUNTY, with the assistance of CERTNA, and agrees to comply with them as currently constituted and as they may be amended from time to time at the sole discretion of COUNTY. A Copy of the County's Operating Procedures can be obtained from the COUNTY or may be downloaded from CERTNA's website.

D. **ERDS Role-Based Security Requirements.** Pursuant to CCR § 999.142, ERDS access shall be controlled by COUNTY using a role-based access control system. COUNTY shall also be responsible for controlling the assignment of user accounts and identity credentials.

## **ARTICLE V – GENERAL PROVISIONS**

A. **Independent SUBMITTER.** In the performance of its obligations and responsibilities under this MOU, ERDS SUBMITTER shall act in an independent capacity and not as an officer, employee, or agent of COUNTY or CERTNA.



**B. Indemnity and Insurance.** The SUBMITTER and AGENT, if any, and each of them, agree to indemnify, defend and hold harmless COUNTY and CERTNA, their elected and appointed officials, authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability (including but not limited to reasonable attorney's fees of County or CERTNA) arising from ERDS SUBMITTER's acts, errors or omissions and for any costs or expenses incurred by COUNTY or CERTNA on account of any claim therefore arising out of the performance of this MOU, except where such indemnification is prohibited by law. The foregoing indemnification shall fully apply if the claim is caused or alleged to be caused by the joint negligence of SUBMITTER, AGENT(S), County, CERTNA, their officers, employees, or agents, and/or other person. ERDS SUBMITTER shall, at its own expense, defend any suit or action founded upon a claim of any of the foregoing. Requirements for insurance coverages are set forth in the County's Operating Procedures which are incorporated by reference and have the same force and affect as if set forth in full herein.

**C. Response to Inquiries.** SUBMITTER and AGENT, if any, must respond to COUNTY or CERTNA inquiries within one (1) business hour.

**D. AGENT Status.** No AGENT shall be a computer security auditor or a vendor of ERDS or any other electronic recording delivery system.

**E. Notice of Mailing Address.** SUBMITTER and AGENT, if any, shall notify the COUNTY in writing of any change in mailing address within ten (10) business days of the change.

**F. Subcontracting.** ERDS SUBMITTER shall not enter into any subcontract for services covered by this MOU without first obtaining written approval from COUNTY, which approval may be granted or withheld in the sole discretion of the COUNTY. Any subcontract shall be subject to the same terms and conditions as this MOU. ERDS SUBMITTER shall be fully responsible for the performance and payment of any subcontractor's contract.

**G. Assignment.** The services to be performed by SUBMITTER and/or AGENT are personal in character and neither this MOU nor any duties or obligations hereunder may be assigned or delegated by SUBMITTER and/or AGENT without the prior written consent of the COUNTY, which consent may be granted or withheld in the sole discretion of COUNTY.

**H. Entire Agreement.** This MOU is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and supersedes any and all prior or contemporaneous Memoranda of Understanding or understandings or contracts.

**I. Modification of MOU.** This MOU may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this MOU.

**J. SUBMITTER Licenses.** ERDS SUBMITTER shall ensure that it has all necessary licenses and permits required by applicable federal, state, and local laws, ordinances, rules and regulations. The ERDS SUBMITTER shall maintain these licenses and permits in effect for the duration of this MOU. ERDS SUBMITTER shall notify COUNTY immediately of any loss or suspension of any such licenses and permits. Failure of SUBMITTER or AGENT, if any, to maintain all required licenses and permits constitutes a material breach of this MOU and in the event of any such failure COUNTY may immediately terminate this MOU and pursue all other available remedies.

**K. Reporting Problems.** In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this MOU, the ERDS SUBMITTER shall notify the COUNTY within one (1) working day, in writing and by telephone.

**L. Improper Consideration.** Neither SUBMITTER nor AGENT shall offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of COUNTY or CERTNA in an attempt



to secure favorable treatment regarding this MOU. The COUNTY, by written notice, may immediately terminate any MOU if it determines that any improper consideration as described in this paragraph was offered to any officer, employee or agent of the COUNTY or CERTNA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an MOU has been awarded. SUBMITTER or AGENT shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from SUBMITTER or AGENT. The report shall be made to CERTNA or to the supervisor or manager charged with supervision of the employee or to the COUNTY's Administrative Office.

**M. Publicity.** No news releases, advertisements, public announcements or photographs arising out of this MOU or the SUBMITTER's and/or AGENT's relationship with COUNTY or CERTNA may be made or used without prior written approval of the COUNTY or CERTNA, which approval may be granted or withheld in the sole discretion of COUNTY or CERTNA.

**N. Governing Law; Venue.** This MOU shall be governed by the laws of the State of California. Venue for all litigation against the COUNTY relative to the formation, interpretation and performance of this MOU shall be in the COUNTY. Venue for all other litigation regarding CERTNA shall be in San Bernardino County, California.

**O. Audit and Inspection of Records.** COUNTY and CERTNA shall each have the absolute right to review and audit any aspect of the ERDS system, security, all records, books, papers, documents, licenses and permits required by applicable federal, state, and local laws, ordinances, rules and regulations, and other pertinent items as requested, and each shall have the absolute right to monitor the performance of ERDS SUBMITTER in the delivery of services provided under this MOU. The California Attorney General and COMPUTER SECURITY AUDITORS have the right to review and audit any aspect of the ERDS, security, all related records, books, papers, documents, and other pertinent items under the Act. ERDS SUBMITTER shall provide full



cooperation in any auditing or monitoring conducted. ERDS SUBMITTER shall cooperate with COUNTY and CERTNA in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by COUNTY and CERTNA. All records pertaining to services under this MOU shall be available for examination and audit by COUNTY and CERTNA representatives and other authorized personnel for a period of five (5) years from the date of their creation.

**P. RESERVED.**

**Q. Infringement Indemnification.** ERDS SUBMITTER shall indemnify and hold COUNTY and CERTNA harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this MOU.

**R. Accuracy of Recording Transactions.** ERDS SUBMITTER is responsible for the accuracy and completeness of the recording transactions. COUNTY and CERTNA are expressly not liable for damages resulting from the recording or ERDS transactions or processes. The preceding sentence does not apply to liability and damages imposed on COUNTY pursuant to the provisions of Section 27203.

**S. System Monitoring.** ERDS SUBMITTER shall carefully monitor and control use of the system, ensuring compliance with procedural safeguards. ERDS SUBMITTER assumes full responsibility for any malicious act that harms, damages or has a damaging effect to the COUNTY's system or databases. It is understood and acknowledged by ERDS SUBMITTER that COUNTY and CERTNA assume no liability whatsoever for any information transmitted electronically by a SUBMITTER and AGENT, if any. It is further understood and acknowledged by ERDS SUBMITTER that COUNTY and CERTNA shall have no liability for refusal to record electronically transmitted records that do not comply with any statutorily imposed standards or

requirements of recordability (including but not limited to those requirements imposed by Section 27201, such as photographic reproducibility).

**T. Fraud.** COUNTY and CERTNA assume no liability for any breach of security, fraud, or deceit as a result of ERDS. In the event of fraud impacting the value of or title to real estate, ERDS SUBMITTER bears the financial responsibility for transactions in which the ERDS SUBMITTER engages. This responsibility lies with the ERDS SUBMITTER notwithstanding any contrary waiver and/or disclaimer language that may be present in any title insurance policy, escrow instruction, loan closing instruction, or other document pertaining to the real estate transaction associated with said fraud. This provision is not intended to create any third party beneficiary rights, nor alter any rights or obligations between ERDS SUBMITTER and its insureds and/or customer.

## **ARTICLE VI – OPTIONAL DESIGNATION OF SUBMITTER’S AGENT**

### **SUBJECT TO APPROVAL AND AUTHORIZATION BY COUNTY**

**A.** No access to ERDS shall be made available to any designated AGENT of SUBMITTER, unless and until COUNTY has determined, in the good-faith exercise of COUNTY’s discretion, whether to accord recognition to such designee of SUBMITTER as its authorized AGENT for purposes of this MOU.

**B.** It is understood and agreed that AGENT’s express representation and agreement to be bound by all provisions of this MOU, by AGENT’s execution of the signature page hereof, together with the furnishing (at a minimum) of all contact information required for AGENT under Article VII of this MOU, shall be prerequisites to COUNTY’s recognition and authorization of SUBMITTER’s designated AGENT and to COUNTY’s willingness to deal with AGENT on such basis for any purpose under this MOU; and it is further understood and acknowledged that COUNTY may require such additional information pertaining to SUBMITTER’s designated AGENT as COUNTY deems necessary or appropriate for the protection of the public, regarding the identity

and/or background of SUBMITTER's designated AGENT (including but not limited to confirmation of compliance with the requirements for secure access to ERDS as specified in Section 27395), before determining, in the good faith exercise of COUNTY's discretion, whether to accord recognition to such designee of SUBMITTER as its authorized AGENT for any purpose under this MOU.

C. It is understood and acknowledged by the parties that COUNTY's prior authorization of a designated AGENT of SUBMITTER may subsequently be withdrawn, in the good-faith exercise of COUNTY's discretion, whether based on Article II section O of this MOU or otherwise; and in such event, written notice of such withdrawal of authorization shall be provided, by letter from the COUNTY addressed to both SUBMITTER and AGENT in accordance with Article VII hereof, and a copy of said letter shall be attached as a specifically denominated Attachment to this MOU.

#### **ARTICLE VI – NOTICES AND REPORTS**

Any notice or report desired to be served by either party onto the other shall be addressed, personally delivered, or mailed via certified, return receipt, first class mail, to CERTNA and the ERDS SUBMITTER as set forth below, and to the County as stated in the County's Operating Procedures which can be obtained from the COUNTY or may be downloaded from CERTNA's website.

CERTNA:

PATRICK HONNY  
CERTNA  
222 W HOSPITALITY LN  
FIRST FLOOR  
SAN BERNARDINO, CA 92415-0022



SUBMITTER:

Ellie Hubbert

CONTACT NAME

CIS Financial Services Inc.

Company Name

851 Military Street N

Street/ Mailing Address

Hamilton, AL 35570

City, ST Zip

AGENT (if any):

Auri Burnham

CONTACT NAME

Simplifile

Company Name

4844 North 300 West, Suite 202

Street/ Mailing Address

Provo, UT 84604

City, ST Zip

### **ARTICLE VII – TERM AND TERMINATION**

A. This MOU shall take effect on the date it is signed by the COUNTY and shall continue in force and effect until terminated hereunder.

B. **Termination for Convenience.** Either party may terminate this MOU for any reason by serving the other party with prior written notice of at least fifteen (15) business days.

C. Upon termination, all ERDS software and/or equipment owned by COUNTY or CERTNA must be returned to its owner within thirty (30) days of termination.

D. **Termination for Cause.** In addition to other termination provisions contained herein, in the event that COUNTY determines that SUBMITTER'S and AGENT'S, if any, performance of their respective duties or other terms of this MOU are deficient in any manner, COUNTY may notify ERDS SUBMITTER of such deficiency in writing or orally, provided written confirmation is provided five (5) days thereafter. ERDS

SUBMITTER shall remedy any deficiency within forty-eight (48) hours of such notification, or COUNTY may, at its option, terminate this MOU immediately upon written notice thereof.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

COUNTY

By: California Electronic Recording Transaction Network Authority,  
A California Joint Powers Authority

By: 

Patrick Honny, Executive Director,

Executed on behalf of counties that have opted-in per CERTNA Resolution 2016-001  
(the list of counties that have opted-in can be viewed @ [www.certna.com](http://www.certna.com))


SUBMITTER: BY: Ellie Hulbert

## AGENT'S REPRESENTATION AND AGREEMENT

The AGENT identified below hereby acknowledges having read and understood all provisions of this MOU, and said AGENT hereby agrees, by execution of this MOU in the signature block below, to be bound by all provisions of this MOU, and AGENT further agrees to perform all of SUBMITTER's obligations and responsibilities under this MOU in full accordance with the provisions thereof and with all applicable laws and regulations. The effective date(s) of each such agency authorized in accordance with the terms of this MOU shall be based upon issuance of a letter from COUNTY, each of which shall be attached as specifically denominated Addendum to this MOU.

AGENT (if any): Simplifile

Name of Agent: Auri Burnham

BY: 



ATTACHMENT A

DECLARATION

I, Ellie Hubbert, do hereby acknowledge and declare that I have reviewed the California statutes (copies of which are attached to hereto as Exhibits 'A', 'B', and 'C') that define a title insurer, and underwritten title company and an institutional lender, and on that basis hereby represent and warrant that, to the best of my knowledge and belief, CIS Financial Services Inc., on whose behalf authorization as an Authorized Submitter is sought, falls within the statutory definition indicated by my checkmark set forth below:

- a title insurer (Cal. Insurance Code section 12340.4)
- an underwritten title company, Cal. Insurance Code section 12340.5) or
- an institutional lender, (Cal. Financial Code section 50003) or
- an entity of local, state, or federal government

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 26 day of October, 2016, at Hamilton, AL  
City State

SUBMITTER:

BY: Ellie Hubbert

Name: Ellie Hubbert

Title: Post Closing Processor

**Exhibit A**

INSURANCE CODE  
Division 2. Classes of Insurance  
Part 6. Insurance Covering Land  
Chapter 1. Title Insurance  
Article 1. Definitions

**§ 12340.4. "Title insurer"**

"Title insurer" means any company issuing title policies as insurer, guarantor or indemnitor.

"Domestic title insurer" means any title insurer organized under the laws of this state.

"Foreign title insurer" means any title insurer organized under the laws of any other jurisdiction.

## Exhibit B

Deering's California Codes Annotated  
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INSURANCE CODE  
Division 2. Classes of Insurance  
Part 6. Insurance Covering Land  
Chapter 1. Title Insurance  
Article 1. Definitions

### **§ 12340.5. “Underwritten title company”**

“Underwritten title company” means any corporation engaged in the business of preparing title searches, title examinations, title reports, certificates or abstracts of title upon the basis of which a title insurer writes title policies.