

Electronic Recording Agreement

This Agreement, dated *May 20*, 2015 (this "Agreement") is between the Yadkin County Register of Deeds, Government Recording Office ("GRO") with its principal offices located at the Yadkin County Courthouse, 101 State Street, Yadkinville, NC 27055, and Electronic Document Logistics, Inc. ("EDL"), a North Carolina corporation with principal offices located at P.O. Box 58309, Raleigh, NC 27658.

The parties acknowledge that Electronic Recording permits its customers ("Submitters") to prepare and sign documents, transmit them in electronic format, and that the transmitted electronic likeness of the original documents can be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, the original paper documents.

For purposes of this Agreement, Electronic Recording ("E-Recording") is the electronic submission of documents from EDL to GRO for which GRO will provide EDL an electronic receipt.

Therefore, the parties agree to the following:

GRO shall:

Examine the electronic documents and indexing information, and complete the recording process using the electronic documents (the "E-files").

Monitor the documents received and recorded through E-Recording in an effort to insure its integrity.

Test and maintain E-Recording software and hardware required to operate the E-Recording capability. GRO, however, shall be held harmless for any damages resulting from software or equipment failure.

GRO shall apply the same level of diligence in handling E-files as those submitted via hard copy.

Documents received on any business day after 2:00PM local time may be processed the next business day and in the order they were received. The GSO may, at its discretion based on current workload, process documents received after 2:00PM.

EDL shall:

Work to ensure that security measures and credentials implemented are protected from unauthorized access, including by utilizing unique credentials for Submitters.

Maintain an electronic audit trail of all activity.

Be responsible for supporting any technical issues associated with E-Recording through their submitting software program. EDL is solely responsible for any and all costs of the system or services that enable EDL to meet the E-Recording program requirements.

EDL will email a daily report to GRO each evening detailing the documents recorded that day and the associated recording fees owed by submitters ("ePay Report"). Recording fees will be paid daily via ACH by EDL for the E-Files recorded on the prior business day. For example, documents submitted electronically by EDL on Monday will be paid to GRO on Tuesday morning.

EDL shall execute a separate fee guarantee agreement that guarantees that EDL shall pay GRO all recording fees and taxes even if the filing party does not remit payment to EDL. That fee guarantee agreement will be an attachment to this Agreement.

General Understanding

GRO will not incur any liability for the E-files transmitted by EDL to GRO.

GRO will not incur any liability for any breach of security, fraud or deceit as a result of E-Recording.

Neither party, nor any Submitters (if relevant) shall be liable to the other for (i) any special, incidental, exemplary or consequential damages arising from or as a result of any unintentional delay, omission or error in the E-Recording transmission or receipt; (ii) any failure to perform processing of the E-files where such failure results from any act of God or other cause beyond the party's reasonable control including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the E-Recording transactions.

Submitters and the parties will attempt in good faith to resolve claims arising out of or relating to E-Recording either through negotiation or mediation prior to initiating litigation.

The parties acknowledge that the electronic recording process is an emerging technology and that state and national standards will continue to evolve. To further the technology and the E-Recording process, all parties agree to meet to discuss changes and additions to this Agreement. This Agreement shall not be deemed to create a partnership between EDL and GRO in their respective endeavors, nor cause them to be considered members of any joint enterprise.

ENTIRE AGREEMENT. Except as expressly provided otherwise herein, this Agreement, together with Attachment A, Technical Specifications, Attachment B, Contact Information, and Attachment C, Fee Guarantee, represents the entire Agreement between the parties.

TERMINATION. Either party may terminate this Agreement without cause with 30 days written notice to the other party. Submitters remain responsible for payment of fees for the filing and recordation of documents prior to the effective date of termination. GRO may terminate the

Agreement for cause at any time if EDL fails to make required payments or otherwise breaches the Agreement.

NO WARRANTIES/RELEASE OF LIABILITY. Absent gross negligence or willful misconduct, EDL agrees to release the GRO from any liability in connection with the E-Recording of documents under this AGREEMENT. Parties to E-Recording understand that there are no warranties, express or implied, in connection with such transactions or E-files.

GOVERNING LAW. Without regard to state conflict of law provisions, the parties agree that this AGREEMENT shall be governed by the laws of the state in which the E-files are recorded (North Carolina), as if this Agreement were a contract wholly entered into and wholly performed within that state. The parties agree that venue for any action to enforce this Agreement or any matter related to this Agreement shall be Yadkin County, North Carolina.

Approved by Yadkin County:

Approved by Electronic Document Logistics, Inc.

By: *Lisa Hughes*

By: *[Signature]*

Printed Name: Lisa Hughes

Printed Name: TIMOTHY R DAVIS

Title: County Manager

Title: CEO

Date: 6/15/15

Date: 5/20/15

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Gary Brown
Deputy Finance Officer

Attachment A

Technical Specifications

E-Recording involves three levels of automation, which are described as follows:

Model 1 Submitters transmit the E-files of executed original documents (the "Original Copies") to the GRO. The GRO performs an electronic examination of the E-files and then completes the recording process using the E-Files. The E-files of the recorded document are returned electronically to the Submitters.

Model 2 Submitters transmit E-files of Original Copies along with electronic indexing information to the GRO. The GRO performs an electronic examination of the E-files and indexing data, and then completes the recording process using the E-files and electronic indexing information. The E-files are returned electronically to Submitters along with the electronic recording data.

Model 3 Submitters transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. The GRO performs an electronic examination of the E-files and indexing information then completes the recording process using the E-files.

1) Format of the transmitted File:

PRIA file format standard will be used. Images will be in single page Group IV TIFF format

2) Communications Protocol and Options:

TCP/IP, HTTP and HTTPS

3) Security Framework:

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed.

4) Returned File Format:

PRIA file format standard will be used. Images will be in single page Group IV TIFF format.

5) Models (or Levels) of Recording Supported:

Models 2 and 3 are supported.

6) Electronic Signatures and Use of Digital Certificates:

The use of Electronic or Digital signatures, notary seals, and notary signatures are supported but are not required. EDL must work with the GRO to accommodate their use. Digitized signatures, notary signatures, and notary seals are immediately acceptable.

7) Indexing Requirement and Imaging Standards:

Will be determined by EDL and the GRO during the implementation process.

8) Acceptance/Rejection of Documents:

Submitted documents that are accepted for recording will be provided to EDL by GRO in electronic format after acceptance. Confirmation of acceptance and recordation by GRO will be provided to EDL in electronic format after recordation is complete. This confirmation will include the document image and GRO recording data. GRO reserves the right to make changes to the index at a later date.

GRO will return rejected documents to EDL in electronic format after rejection, along with a description of the reason(s) for rejection. EDL will electronically return the documents to the Submitter for correction and resubmission.

EDL agrees to provide the transmission to the GRO following the specifications outlined. EDL understands that the specifications may change from time to time. In the event changes to the specification are required, the GRO will provide a written notice to the EDL within a reasonable timeframe.