

# **MANUAL OF THE TITLE INSURANCE RATING BUREAU OF PENNSYLVANIA**

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## **NOTICE**

**THIS RATE MANUAL HAS BEEN APPROVED BY THE  
PENNSYLVANIA INSURANCE DEPARTMENT  
AS AMENDED THROUGH 05/01/20**

This Manual includes the rates and forms that the Pennsylvania Insurance Department has approved for members to use to provide title insurance in Pennsylvania. Any descriptions or summaries of coverage in the Manual are purely informational to the members and their agents, and such descriptions or summaries do not amend, alter, or expand the coverage as set forth in the approved rates, rules, and/or forms. The Manual does not contain legal advice. Any member or agent seeking legal advice regarding approved rates, rules, and/or forms should consult with their own counsel.

## **TITLE INSURANCE RATE MANUAL COMMONWEALTH OF PENNSYLVANIA**

This Manual sets forth the definitions, general rules, rating systems, coverages, schedule of rates and Charges, and approved policy forms, endorsements and other forms for use by members of and subscribers to the Title Insurance Rating Bureau of Pennsylvania ("TIRBOP").

TIRBOP is licensed by the Pennsylvania Insurance Department pursuant to Section 741 of The Insurance Company Law of 1921, Act of May 17, 1921, P.L. 682, 40 P.S. § 910-41 ("The Insurance Company Law of 1921").

This Manual and its contents have been filed with and approved by the Pennsylvania Insurance Department in accordance with The Insurance Company Law of 1921. The provisions of this Manual are binding upon all members and subscribers of TIRBOP and their agents and must be used on and after the effective date hereof unless a specific deviation from this Manual has been filed by an individual member or subscriber company with, and approved by, the Pennsylvania Insurance Department.

### MEMBERS OF TIRBOP AS OF 10/01/19 ARE:

Agents National Title Insurance Company  
American Guaranty Title Insurance Company  
AmTrust Title Insurance Company  
CATIC Title Insurance Company  
Chicago Title Insurance Company  
Commonwealth Land Title Insurance Company  
Fidelity National Title Insurance Company  
First American Title Insurance Company  
General Title Insurance Company  
Investors Title Insurance Company  
National Title Insurance of New York, Inc.  
North American Title Insurance Company  
Old Republic National Title Insurance Company  
Premier Land Title Insurance Company  
Stewart Title Guaranty Company  
The Security Title Guarantee Corporation of Baltimore  
Title Resources Guaranty Company  
US National Title Insurance Company  
Westcor Land Title Insurance Company  
WFG National Title Insurance Company

**TABLE OF CONTENTS**

	<b>PAGE</b>
<b>1. DEFINITIONS</b>	
1.1 "Insured" .....	1
1.2 "Insurer" .....	1
1.3 "Agent" .....	1
1.4 "Approved Attorney" .....	1
1.5 "Commitment" .....	1
1.6 "Charge(s)" .....	1
<b>2. GENERAL RULES</b>	
2.1 Title Insurance Charge .....	2
2.2 Cancellation Notification .....	2
2.3 Additional Work Charges .....	2
2.4 Charge for Additional Coverages .....	3
2.5 Delivery of Policy - Liability .....	3
2.6 Payment of Charges .....	3
2.7 Prohibition of Use of Unapproved Forms .....	3
<b>3. SUPPLEMENTAL CHARGES</b>	
3.1 Cancellation Charge .....	4
3.2 Escrow Service Charge .....	4
3.3 Commitments Issued Under the Approved Attorney Procedure .....	4
3.4 Pass-Through Charges .....	4
3.5 Closing Protection Letter – Single Transaction .....	5
3.6 Record Owner and Lien Certificate .....	5
<b>4. RESERVED FOR FUTURE USE .....</b>	<b>6</b>
<b>5. POLICIES AND RATES</b>	
5.1 Methods of Operation .....	6
5.2 Application of Rates Under the Company or Agent Procedure .....	6
A. Application of Sale Rate .....	6
B. Application of Non-Sale Rate .....	6
C. Simultaneous Issuance .....	7
D. Waiver of Owner's Policy .....	7
E. Postponement of Owner's Policy .....	7
F. Mortgage Foreclosure or Deed In Lieu of Foreclosure .....	7
G. Endorsement Charges - Multiple Policies & Percentage Endorsements .....	7
H. Enhanced Coverage Residential Policies .....	8
5.3 Application of Rates Under the Approved Attorney Procedure .....	8
A. Approved Attorney Rate .....	8
B. Simultaneous Issuance .....	8
C. Endorsement Charges - Multiple Policies & Percentage Endorsements .....	8
D. Waiver of Owner's Policy .....	8
E. Postponement of Owner's Policy .....	9
F. Mortgage Foreclosure or Deed in Lieu of Foreclosure .....	9

G.	Enhanced Coverage Residential Policies.....	9
5.4.	Owner's Title Insurance - Determination of Amount of Insurance.....	9
5.5	Mortgage Lender's Title Insurance - Determination of Amount of Insurance.....	10
5.6	Extension or Modification of an Insured Mortgage and Charge for TIRBOP Endorsement PA 500 .....	10
5.6.1	Extension or Modification of an Insured Mortgage and Charge for TIRBOP Endorsement PA 501 .....	12
5.7	Assignment of Mortgage.....	12
5.8	ALTA Short Form Residential Loan Policy .....	13
5.9	Enhanced Coverage Residential Policies – Application of Rates for both the Company or Agent Procedure and the Approved Attorney Procedure .....	13
A.	Homeowner's Policy of Title Insurance.....	13
B.	Expanded Coverage Residential Loan Policy.....	14
C.	Simultaneous Issuance - Enhanced Coverage Residential Policies.....	15
D.	INTENTIONALLY DELETED .....	16
E.	Simultaneous Issuance - Homeowner's Policy Issued with 2006 ALTA Loan Policy .....	16
F.	Waiver of Owner's Policy .....	17
G.	Approved Attorney Procedure - Calculation of Additional 10% Charge.....	18
H.	Short Form Expanded Coverage Residential Loan Policy .....	18
5.10	Leasehold Title Insurance .....	18
5.11	Mechanics' Lien Insurance.....	19
5.12	Co-Insurance - Basis for Calculating Charge .....	20
5.13	Sheriff's Distribution Policy.....	21
5.50	Schedule of Rates - Company or Agent Procedure .....	22
A.	Sale Rate Charge.....	22
B.	Non-Sale Rate Charge.....	22
5.51	Schedule of Rates - Approved Attorney Procedure .....	23
<b>6.</b>	<b>ENDORSEMENTS AND RATES</b>	
6.1	TIRBOP – ENDORSEMENT PA 100 (Rev'd 10/01/19) Covenants, Conditions and Restrictions .....	24
6.2	RESERVED FOR FUTURE USE	
6.3	RESERVED FOR FUTURE USE	
6.4	RESERVED FOR FUTURE USE	
6.5	RESERVED FOR FUTURE USE	
6.6	TIRBOP – ENDORSEMENT PA 300 (Rev'd 10/01/08) Survey Exception .....	24
6.7	TIRBOP – ENDORSEMENT PA 301 (Rev'd 10/01/08) Survey Exception .....	24

6.8	TIRBOP – ENDORSEMENT PA 400 (04/01/07) (ALTA Endorsement 7-06) – Manufactured Housing Unit.....	24
6.9	TIRBOP – ENDORSEMENT PA 500 (10/01/17) (ALTA Endorsement 11-06, as modified by TIRBOP) – Mortgage Modification .....	24
6.10	TIRBOP – ENDORSEMENT PA 501(07/01/14) (ALTA Endorsement 11-06) – Mortgage Modification .....	25
6.11	TIRBOP – ENDORSEMENT PA 710 (04/01/07) (ALTA Endorsement 6-06) – Variable Rate.....	25
6.12	TIRBOP ENDORSEMENT PA 710-6.2 (04/01/07) (ALTA Endorsement 6.2-06) – Variable Rate – Negative Amortization .....	25
6.13	TIRBOP – ENDORSEMENT PA 810 (08/01/18) (ALTA Endorsement 4.1-06) – Condominium – Current Assessments .....	25
6.14	TIRBOP – ENDORSEMENT PA 820 (08/01/18) (ALTA Endorsement 5.1-06) – Planned Unit Development – Current Assessments .....	25
6.15	TIRBOP – ENDORSEMENT PA 900 (04/01/07) (ALTA Endorsement 8.1-06) – Environmental Protection Lien .....	26
6.16	TIRBOP – ENDORSEMENT PA 910 (08/01/18) (ALTA Endorsement 8.2-06) – Commercial Environmental Protection Lien ...	26
6.17	RESERVED FOR FUTURE USE .....	26
6.18	RESERVED FOR FUTURE USE .....	26
6.19	TIRBOP – ENDORSEMENT PA 1015 (Rev'd 04/01/07) Open End Mortgage/Construction .....	26
6.20	TIRBOP – ENDORSEMENT PA 1020 (Rev'd 04/01/07) FNMA Balloon .....	26
6.21	TIRBOP – ENDORSEMENT PA 1030 (10/01/17) (ALTA Endorsement 9-06 (revised 04-02-12)) – Restrictions, Encroachments, Minerals.....	27
6.22	TIRBOP – ENDORSEMENT PA 1031 (04/01/13) (ALTA Endorsement 9.1-06 (revised 04-02-12)) – Covenants, Conditions and Restrictions – Unimproved Land.....	27
6.23	TIRBOP – ENDORSEMENT PA 1032 (04/01/13) (ALTA Endorsement 9.2-06 (revised 04-02-12)) – Covenants, Conditions and Restrictions – Improved Land .....	27
6.24	TIRBOP – ENDORSEMENT PA 1033 (10/01/17) (ALTA Endorsement 9.6-06 (revised 04/02/13)) – Private Rights .....	27
6.25	TIRBOP – ENDORSEMENT PA 1034 (08/01/18) (ALTA Endorsement 9.7-06) – Restrictions, Encroachments, Minerals – Land Under Development.....	28
6.26	TIRBOP – ENDORSEMENT PA 1035 (04/01/13) (ALTA Endorsement 9.8-06) – Covenants, Conditions and Restrictions –Land Under Development.....	28
6.27	TIRBOP – ENDORSEMENT PA 1070 (Rev'd 04/01/07) General Endorsement.....	28

6.28	TIRBOP – ENDORSEMENT PA 1080 (Rev'd 10/01/08) Abbreviated Endorsement Form .....	29
6.29	TIRBOP – ENDORSEMENT PA 1100 (08/01/18) Waiver of Arbitration .....	29
6.30	TIRBOP – ENDORSEMENT PA 1110 (04/01/13) (ALTA Endorsement 20-06) – First Loss – Multiple Parcel Transactions.....	29
6.31	RESERVED FOR FUTURE USE .....	29
6.32	TIRBOP – ENDORSEMENT PA 1130 (04/01/13) (ALTA Endorsement 13-06 (revised 04-02-12)) – Leasehold Owner's .....	29
6.33	TIRBOP – ENDORSEMENT PA 1140 (04/01/13) (ALTA Endorsement 13.1-06 (revised 04-02-12)) – Leasehold Loan .....	29
6.34	TIRBOP – ENDORSEMENT PA 1150 (08/01/18) (ALTA Endorsement 14.2-06) – Future Advance – Letter of Credit .....	30
6.35	TIRBOP – ENDORSEMENT PA 1160 (10/01/08) (ALTA Endorsement 15-06) – Nonimputation – Full Equity Transfer.....	30
6.36	TIRBOP – ENDORSEMENT PA 1170 (10/01/08) (ALTA Endorsement 15.1-06) – Nonimputation – Additional Insured .....	30
6.37	TIRBOP – ENDORSEMENT PA 1180 (05/01/16) (ALTA Endorsement 15.2-06) – Nonimputation – Partial Equity Transfer.....	30
6.38	TIRBOP – ENDORSEMENT PA 1190 (04/01/07) (ALTA Endorsement 16-06) – Mezzanine Financing .....	31
6.39	TIRBOP – ENDORSEMENT PA 1200 (04/01/07) (ALTA Endorsement 17-06) – Access and Entry .....	31
6.40	TIRBOP – ENDORSEMENT PA 1201 (04/01/07) (ALTA Endorsement 17-06) – Access and Entry.....	31
6.41	TIRBOP – ENDORSEMENT PA 1210 (04/01/07) (ALTA Endorsement 17.1-06) – Indirect Access and Entry .....	31
6.42	TIRBOP – ENDORSEMENT PA 1211 (04/01/07) (ALTA Endorsement 17.1-06) – Indirect Access and Entry .....	31
6.43	TIRBOP – ENDORSEMENT PA 1220 (10/01/08) (ALTA Endorsement 14.3-06) – Future Advance – Reverse Mortgage.....	32
6.44	TIRBOP – ENDORSEMENT PA 1230 (04/01/07) (ALTA Endorsement 18-06) – Single Tax Parcel .....	32
6.45	TIRBOP – ENDORSEMENT PA 1240 (10/01/17) (ALTA Endorsement 18.1-06) – Multiple Tax Parcels – Easements .....	32
6.46	TIRBOP – ENDORSEMENT PA 1250 (10/01/19) (ALTA Endorsement 19-06) – Contiguity – Multiple Parcels .....	32
6.46.1	TIRBOP – ENDORSEMENT PA 1251 (05/01/16) (ALTA Endorsement 19.1-06) – Contiguity – Single Parcel .....	32
6.46.2	TIRBOP – ENDORSEMENT PA 1252 (10/01/19) (ALTA Endorsement 19.2-06) – Contiguity – Specified Parcels.....	32
6.47	TIRBOP – ENDORSEMENT PA 1260 (07/01/14) (ALTA Endorsement 12-06, as modified by TIRBOP (revised 04/02/13)) – Aggregation/Tie-In/Intrastate Only .....	33
6.48	TIRBOP – ENDORSEMENT PA 1270 (10/01/19) (ALTA Endorsement 25-06) - Same As Survey.....	33

6.49	TIRBOP – ENDORSEMENT PA 1271 (10/01/19) (ALTA Endorsement 25-06) - Same As Survey.....	33
6.50	TIRBOP – ENDORSEMENT PA 1280 (10/01/17) (ALTA Endorsement 22-06, as modified by TIRBOP) – Location.....	33
6.51	TIRBOP – ENDORSEMENT PA 1290 (04/01/07) Mortgage Release.....	33
6.52	TIRBOP – ENDORSEMENT PA 1310 (03/01/11) (ALTA Endorsement 28-06) – Easement – Damage or Enforced Removal .....	34
6.53	TIRBOP – ENDORSEMENT PA 1311 (03/01/11) (ALTA Endorsement 28-06) – Easement – Damage or Enforced Removal .....	34
6.54	TIRBOP – ENDORSEMENT PA 1312 (04/01/13) (ALTA Endorsement 28.1-06) – Encroachments – Boundaries and Easements.....	34
6.55	TIRBOP – ENDORSEMENT PA 1313 (04/01/13) (ALTA Endorsement 28.1-06) – Encroachments – Boundaries and Easements.....	35
6.55.1	TIRBOP – ENDORSEMENT PA 1314 (10/01/17) (ALTA Endorsement 28.3-06) – Encroachments – Boundaries and Easements – Land Under Development.....	35
6.55.2	TIRBOP – ENDORSEMENT PA 1315 (10/01/17) (ALTA Endorsement 28.3-06) – Encroachments – Boundaries and Easements – Land Under Development.....	35
6.55.3	TIRBOP – ENDORSEMENT PA 1316 (10/01/19) (ALTA Endorsement 28.2-06) – Encroachments – Boundaries and Easements – Described Improvements .....	36
6.55.4	TIRBOP – ENDORSEMENT PA 1317 (10/01/19) (ALTA Endorsement 28.2-06) – Encroachments – Boundaries and Easements – Described Improvements .....	36
6.56	TIRBOP – ENDORSEMENT PA 1320 (10/01/17) (ALTA Endorsement 29-06)–Interest Rate Swap – Direct Obligation .....	37
6.57	TIRBOP – ENDORSEMENT PA 1330 (10/01/17) (ALTA Endorsement 29.1-06) – Interest Rate Swap –Additional Interest .....	37
6.57.1	TIRBOP – ENDORSEMENT PA 1331 (10/01/17) (ALTA Endorsement 29.2-06) Interest Rate Swap – Direct Obligation – Defined Amount.....	37
6.57.2	TIRBOP – ENDORSEMENT PA 1332 (10/01/17) (ALTA Endorsement 29.3-06) Interest Rate Swap – Additional Interest- Defined Amount.....	37
6.58	TIRBOP – ENDORSEMENT PA 1340 (10/01/17) (ALTA Endorsement 35-06) – Minerals and other Subsurface Substances –Buildings .....	38
6.59	TIRBOP – ENDORSEMENT PA 1341 (10/01/17) (ALTA Endorsement 35-06) – Minerals and other Subsurface Substances – Buildings .....	38

6.60	TIRBOP – ENDORSEMENT PA 1350 (10/01/17) (ALTA Endorsement 35.1-06) – Minerals and Other Subsurface Substances – Improvements.....	38
6.61	TIRBOP – ENDORSEMENT PA 1351 (10/01/17) (ALTA Endorsement 35.1-06) – Minerals and Other Subsurface Substances – Improvements.....	38
6.62	TIRBOP – ENDORSEMENT PA 1360 (10/01/17) (ALTA Endorsement 35.3-06) – Minerals and Other Subsurface Substances – Land Under Development.....	39
6.63	TIRBOP – ENDORSEMENT PA 1361 (10/01/17) (ALTA Endorsement 35.3-06) – Minerals and Other Subsurface Substances – Land Under Development.....	39
6.64	TIRBOP – ENDORSEMENT PA 1400 (04/01/13) (ALTA Endorsement 31-06) – Severable Improvements.....	39
6.65	TIRBOP – ENDORSEMENT PA 1410 (04/01/13) (ALTA Endorsement 36-06) – Energy Project – Leasehold/Easement.....	40
6.66	TIRBOP – ENDORSEMENT PA 1420 (04/01/13) (ALTA Endorsement 36.1-06) – Energy Project – Leasehold/Easement.....	40
6.67	TIRBOP – ENDORSEMENT PA 1430 (04/01/13) (ALTA Endorsement 36.2-06) – Energy Project – Leasehold .....	41
6.68	TIRBOP – ENDORSEMENT PA 1440 (04/01/13) (ALTA Endorsement 36.3-06) – Energy Project – Leasehold .....	41
6.69	TIRBOP – ENDORSEMENT PA 1450 (04/01/13) (ALTA Endorsement 36.4-06) – Energy Project – Covenants, Conditions and Restrictions – Land Under Development .....	42
6.70	TIRBOP – ENDORSEMENT PA 1460 (04/01/13) (ALTA Endorsement 36.5-06) – Energy Project – Covenants, Conditions and Restrictions – Land Under Development .....	42
6.71	TIRBOP – ENDORSEMENT PA 1470 (10/01/17) (ALTA Endorsement 36.6-06) – Energy Project – Encroachments .....	43
6.72	TIRBOP – ENDORSEMENT PA 1471 (10/01/17) (ALTA Endorsement 36.6-06) – Energy Project – Encroachments .....	43
6.73	TIRBOP – ENDORSEMENT PA 1480 (07/01/14) (ALTA Endorsement 9.3-06 (revised 04/02/13)) – Covenants, Conditions and Restrictions .....	44
6.74	TIRBOP – ENDORSEMENT PA 1490 (07/01/14) (ALTA Endorsement 9.9-06 (revised 04/02/13) –Private Rights.....	44
6.75	TIRBOP – ENDORSEMENT PA 1500 (07/01/14) (ALTA Endorsement 32-06) – Construction Loan – Loss of Priority.....	44
6.76	TIRBOP – ENDORSEMENT PA 1510 (07/01/14) (ALTA Endorsement 32.1-06 (revised 04/02/13) – Construction Loan – Loss of Priority – Direct Payment .....	45
6.77	TIRBOP – ENDORSEMENT PA 1520 (07/01/14) (ALTA Endorsement 33-06) – Disbursement.....	45
6.78	TIRBOP – ENDORSEMENT PA 1530 (10/01/19) (ALTA Endorsement 14-06) – Future Advance – Priority.....	45



6.79	TIRBOP – ENDORSEMENT PA 1540 (10/01/19) (ALTA Endorsement 14.1-06) – Future Advance – Knowledge.....	46
6.80	TIRBOP – ENDORSEMENT PA 1550 (10/01/17) (ALTA Endorsement 17.2-06) – Utility Access.....	46
6.81	TIRBOP – ENDORSEMENT PA 1551 (10/01/17) (ALTA Endorsement 17.2-06) – Utility Access.....	46
6.82	TIRBOP – ENDORSEMENT PA 1560 (10/01/17) (ALTA Endorsement 37-06) – Assignment of Rents or Leases.....	46
6.83	TIRBOP – ENDORSEMENT PA 1570 (10/01/17) (ALTA Endorsement 40-06) -Tax Credit-Owner's Policy .....	47
6.84	TIRBOP – ENDORSEMENT PA 1580 (10/01/17) (ALTA Endorsement 40.1-06) - Tax Credit - Defined Amount - Owner's Policy.....	47
6.85	TIRBOP – ENDORSEMENT PA 1590 (10/01/17) (ALTA Endorsement 9.10-06) – Restrictions, Encroachments, Minerals – Current Violations .....	47
6.86	TIRBOP ENDORSEMENT PA 1600 (05/01/16) (ALTA Endorsement 10-06) – Assignment.....	48
6.87	TIRBOP ENDORSEMENT PA 1610 (05/01/16) (ALTA Endorsement 23-06) – Co-Insurance – Single Policy.....	48
6.87.1	TIRBOP ENDORSEMENT PA 1611 (10/01/19) (ALTA Endorsement 23.1-06) – Co-Insurance – Multiple Policies.....	48
6.88	TIRBOP ENDORSEMENT PA 1620 (05/01/16) (ALTA Endorsement 39-06) – Policy Authentication.....	48
6.89	TIRBOP ENDORSEMENT PA 1630 (05/01/16) (ALTA Endorsement 42-06) – Commercial Lender Group Endorsement .....	49
6.90	TIRBOP ENDORSEMENT PA 1640 (05/01/16) (ALTA Endorsement 43-06) – Anti-Taint Endorsement.....	49
6.91	TIRBOP ENDORSEMENT PA 1650 (05/01/16) (ALTA Endorsement 45-06) – Pari Passu Mortgage.....	49
6.92	TIRBOP ENDORSEMENT PA 1660 (10/01/17) (ALTA Endorsement 34-06) Identified Risk Coverage.....	49
7.	<b>RESERVED FOR FUTURE USE</b>	

## 8. APPROVED POLICY FORMS

ALTA Loan Policy of Title Insurance, as modified by TIRBOP (06/17/06)  
ALTA Owner's Policy of Title Insurance, as modified by TIRBOP (06/17/06)  
ALTA U.S. Policy (12/03/12)  
ALTA Short-Form Residential Loan Policy – Current Violations, as modified by  
TIRBOP (Revised 04/02/15)  
Sheriff's Distribution Policy (03/01/95)  
ALTA Homeowners Policy of Title Insurance (For a One-to-Four Family Residence)  
(Revised 12/02/13)  
ALTA Expanded Coverage Residential Loan Policy (For a One-to-Four Family  
Residence) – Current Assessments (Revised 04/02/15)  
ALTA Short Form Expanded Coverage Residential Loan Policy (For a One-to-Four  
Family Residence) – Current Assessments (Revised 04/02/15)

## 9. APPROVED ENDORSEMENT FORMS

TIRBOP – ENDORSEMENT PA 100 (Rev'd 10/01/19)  
TIRBOP – ENDORSEMENT PA 300 (Rev'd 10/01/08)  
TIRBOP – ENDORSEMENT PA 301 (Rev'd 10/01/08)  
TIRBOP – ENDORSEMENT PA 400 (ALTA Endorsement 7-06) (04/01/07)  
TIRBOP – ENDORSEMENT PA 500 (ALTA Endorsement 11-06, as modified by  
TIRBOP) (10/01/17)  
TIRBOP – ENDORSEMENT PA 501 (ALTA Endorsement 11-06) (07/01/14)  
TIRBOP – ENDORSEMENT PA 710 (ALTA Endorsement 6-06) (04/01/07)  
TIRBOP – ENDORSEMENT PA 710-6.2 (ALTA Endorsement 6.2-06) (04/01/07)  
TIRBOP – ENDORSEMENT PA 810 (ALTA Endorsement 4.1-06) (08/01/18)  
TIRBOP – ENDORSEMENT PA 820 (ALTA Endorsement 5.1-06) (08/01/18)  
TIRBOP – ENDORSEMENT PA 900 (ALTA Endorsement 8.1-06) (04/01/07)  
TIRBOP – ENDORSEMENT PA 910 (ALTA Endorsement 8.2-06) (08/01/18)  
TIRBOP – ENDORSEMENT PA 1015 (Rev'd 04/01/07)  
TIRBOP – ENDORSEMENT PA 1020 (Rev'd 04/01/07)  
TIRBOP – ENDORSEMENT PA 1030 (ALTA Endorsement 9-06 (revised 04-02-12))  
(10/01/17)  
TIRBOP – ENDORSEMENT PA 1031 (ALTA Endorsement 9.1-06 (revised 04-02-12))  
(04/01/13)  
TIRBOP – ENDORSEMENT PA 1032 (ALTA Endorsement 9.2-06 (revised 04-02-12))  
(04/01/13)  
TIRBOP – ENDORSEMENT PA 1033 (ALTA Endorsement 9.6-06) (revised 04/02/13)  
(10/01/17)  
TIRBOP – ENDORSEMENT PA 1034 (ALTA Endorsement 9.7-06) (08/01/18)  
TIRBOP – ENDORSEMENT PA 1035 (ALTA Endorsement 9.8-06) (04/01/13)  
TIRBOP – ENDORSEMENT PA 1070 (Rev'd 04/01/07)  
TIRBOP – ENDORSEMENT PA 1080 (Rev'd 10/01/08)  
TIRBOP – ENDORSEMENT PA 1100 (08/01/18)

TIRBOP – ENDORSEMENT PA 1110 (ALTA Endorsement 20-06) (04/01/13)  
TIRBOP – ENDORSEMENT PA 1130 (ALTA Endorsement 13-06 (revised 04-02-12))  
(04/01/13)  
TIRBOP – ENDORSEMENT PA 1140 (ALTA Endorsement 13.1-06 (revised 04-02-12))  
(04/01/13)  
TIRBOP – ENDORSEMENT PA 1150 (ALTA Endorsement 14.2-06) (08/01/18)  
TIRBOP – ENDORSEMENT PA 1160 (ALTA Endorsement 15-06) (10/01/08)  
TIRBOP – ENDORSEMENT PA 1170 (ALTA Endorsement 15.1-06) (10/01/08)  
TIRBOP – ENDORSEMENT PA 1180 (ALTA Endorsement 15.2-06) (05/01/16)  
TIRBOP – ENDORSEMENT PA 1190 (ALTA Endorsement 16-06) (04/01/07)  
TIRBOP – ENDORSEMENT PA 1200 (ALTA Endorsement 17-06) (04/01/07)  
TIRBOP – ENDORSEMENT PA 1201 (ALTA Endorsement 17-06) (04/01/07)  
TIRBOP – ENDORSEMENT PA 1210 (ALTA Endorsement 17.1-06) (04/01/07)  
TIRBOP – ENDORSEMENT PA 1211 (ALTA Endorsement 17.1-06) (04/01/07)  
TIRBOP – ENDORSEMENT PA 1220 (ALTA Endorsement 14.3-06) (10/01/08)  
TIRBOP – ENDORSEMENT PA 1230 (ALTA Endorsement 18-06) (04/01/07)  
TIRBOP – ENDORSEMENT PA 1240 (ALTA Endorsement 18.1-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1250 (ALTA Endorsement 19-06) (10/01/19)  
TIRBOP – ENDORSEMENT PA 1251 (ALTA Endorsement 19.1-06) (05/01/16)  
TIRBOP – ENDORSEMENT PA 1252 (ALTA Endorsement 19.2-06) (10/01/19)  
TIRBOP – ENDORSEMENT PA 1260 (ALTA Endorsement 12-06, as modified by  
TIRBOP, (revised 04/02/13)) (07/01/14)  
TIRBOP – ENDORSEMENT PA 1270 (ALTA Endorsement 25-06) (10/01/19)  
TIRBOP – ENDORSEMENT PA 1271 (ALTA Endorsement 25-06) (10/01/19)  
TIRBOP – ENDORSEMENT PA 1280 (ALTA Endorsement 22-06, as modified by  
TIRBOP) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1290 (04/01/07)  
TIRBOP – ENDORSEMENT PA 1310 (ALTA Endorsement 28-06) (03/01/11)  
TIRBOP – ENDORSEMENT PA 1311 (ALTA Endorsement 28-06) (03/01/11)  
TIRBOP – ENDORSEMENT PA 1312 (ALTA Endorsement 28.1-06) (04/01/13)  
TIRBOP – ENDORSEMENT PA 1313 (ALTA Endorsement 28.1-06) (04/01/13)  
TIRBOP – ENDORSEMENT PA 1314 (ALTA Endorsement 28.3-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1315 (ALTA Endorsement 28.3-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1316 (ALTA Endorsement 28.2-06) (10/01/19)  
TIRBOP – ENDORSEMENT PA 1317 (ALTA Endorsement 28.2-06) (10/01/19)  
TIRBOP – ENDORSEMENT PA 1320 (ALTA Endorsement 29-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1330 (ALTA Endorsement 29.1-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1331 (ALTA Endorsement 29.2-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1332 (ALTA Endorsement 29.3-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1340 (ALTA Endorsement 35-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1341 (ALTA Endorsement 35-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1350 (ALTA Endorsement 35.1-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1351 (ALTA Endorsement 35.1-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1360 (ALTA Endorsement 35.3-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1361 (ALTA Endorsement 35.3-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1400 (ALTA Endorsement 31-06) (04/01/13)

TIRBOP – ENDORSEMENT PA 1410 (ALTA Endorsement 36-06) (04/01/13)  
TIRBOP – ENDORSEMENT PA 1420 (ALTA Endorsement 36.1-06) (04/01/13)  
TIRBOP – ENDORSEMENT PA 1430 (ALTA Endorsement 36.2-06) (04/01/13)  
TIRBOP – ENDORSEMENT PA 1440 (ALTA Endorsement 36.3-06) (04/01/13)  
TIRBOP – ENDORSEMENT PA 1450 (ALTA Endorsement 36.4-06) (04/01/13)  
TIRBOP – ENDORSEMENT PA 1460 (ALTA Endorsement 36.5-06) (04/01/13)  
TIRBOP – ENDORSEMENT PA 1470 (ALTA Endorsement 36.6-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1471 (ALTA Endorsement 36.6-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1480 (ALTA Endorsement 9.3-06 (revised  
04/02/13))(07/01/14)  
TIRBOP – ENDORSEMENT PA 1490 (ALTA Endorsement 9.9-06 (revised 04/02/13)  
(07/01/14)  
TIRBOP – ENDORSEMENT PA 1500 (ALTA Endorsement 32-06) (07/01/14)  
TIRBOP – ENDORSEMENT PA 1510 (ALTA Endorsement 32.1-06 (revised 04/02/13)  
(07/01/14)  
TIRBOP – ENDORSEMENT PA 1520 (ALTA Endorsement 33-06) (07/01/14)  
TIRBOP – ENDORSEMENT PA 1530 (ALTA Endorsement 14-06) (10/01/19)  
TIRBOP – ENDORSEMENT PA 1540 (ALTA Endorsement 14.1-06) (10/01/19)  
TIRBOP – ENDORSEMENT PA 1550 (ALTA Endorsement 17.2-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1551 (ALTA Endorsement 17.2-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1560 (ALTA Endorsement 37-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1570 (ALTA Endorsement 40-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1580 (ALTA Endorsement 40.1-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1590 (ALTA Endorsement 9.10-06) (10/01/17)  
TIRBOP – ENDORSEMENT PA 1600 (ALTA Endorsement 10-06) (05/01/16)  
TIRBOP – ENDORSEMENT PA 1610 (ALTA Endorsement 23-06) (05/01/16)  
TIRBOP – ENDORSEMENT PA 1611 (ALTA Endorsement 23.1-06) (10/01/19)  
TIRBOP – ENDORSEMENT PA 1620 (ALTA Endorsement 39-06) (05/01/16)  
TIRBOP – ENDORSEMENT PA 1630 (ALTA Endorsement 42-06) (05/01/16)  
TIRBOP – ENDORSEMENT PA 1640 (ALTA Endorsement 43-06) (05/01/16)  
TIRBOP – ENDORSEMENT PA 1650 (ALTA Endorsement 45-06) (05/01/16)  
TIRBOP - ENDORSEMENT PA 1660 (ALTA Endorsement 34-06) (10/01/17)

**10. SUPPLEMENTAL FORMS**

CLOSING PROTECTION LETTER – SINGLE TRANSACTION (ALTA Form –  
12/01/18) TIRBOP PA CPL, as modified by TIRBOP (10/01/19)

TIRBOP – 31 PA Code § 126.1 Waiver of Owner's Title Insurance (01/01/02)

RECORD OWNER AND LIEN CERTIFICATE (03/01/95)

1. DEFINITIONS

- 1.1 "Insured" is the party to whom coverage is extended by the terms of the policy.
- 1.2 "Insurer" is a title insurance company which is a member or subscriber of the Title Insurance Rating Bureau of Pennsylvania. Unless otherwise indicated, "Insurer" includes all who are expressly authorized to act on behalf of the Insurer, including its employees and Agents.
- 1.3 "Agent" is a person, firm, association, corporation, partnership, cooperative or joint stock company expressly authorized by written contract with an Insurer to solicit risks, collect fees, and prepare Commitments and/or title insurance policies on its behalf and certified by the Insurance Department of the Commonwealth of Pennsylvania ("Department").
- 1.4 "Approved Attorney" is an attorney admitted to practice in Pennsylvania who because of experience and knowledge of real estate law in Pennsylvania is approved by an Insurer and upon whose examination of title and report the Insurer or Agent may issue a policy of title insurance. Such Approved Attorney must take financial responsibility for the search, examination, closing, and the final certification of title to the Insurer or Agent in a real estate transaction. Such Approved Attorney may not also act as an employee of an Insurer, an Agent, or an employee or affiliate of an Agent in a transaction in which he or she acts as an Approved Attorney.
- 1.5 "Commitment", as used herein, is the agreement of an Insurer to issue its policy or policies of title insurance to a proposed Insured, as owner or mortgagee of an estate or interest in the land described therein, all subject to the provisions set forth in the Schedules and Conditions and Stipulations of said Commitment. The Commitment sets forth the requirements including payment of premium and Charges, that must be complied with prior to the issuance of the policy or policies.
- 1.6 "Charge(s)" used herein means "fee" as defined in Section 701 of The Insurance Company Law of 1921 and includes "premium, examination and settlement or closing fee and every other Charge" provided for in this Manual made by an Insurer, Agent or by Approved Attorney.

## 2. GENERAL RULES

### 2.1 TITLE INSURANCE CHARGE

All Charges for title insurance coverage provided by the approved policies and endorsements must be made as set forth in this Manual.

The Charge(s) set forth in this Manual include transmittal of documents and/or funds by first class U.S. mail, transfer of funds by the issuance of checks, the delivery of documents and checks for recording, and the delivery of documents and checks to the lender, purchaser, creditor and/or other person with an interest in the insured transaction (collectively "Interested Party") by first class U.S. mail and other means chosen by the Insurer or Agent.

The Charge(s) set forth in this Manual do not include the following:

- (a) document preparation, other than the commitment, closing statement and title insurance policy with endorsements;
- (b) government charges for recording documents;
- (c) overnight delivery requested by an Interested Party;
- (d) bank wire transfer of funds requested by an Interested Party; or
- (e) receipt and printing of documents (other than the commitment, closing statement and title insurance policy with endorsements) transmitted electronically by an Interested Party.

### 2.2 CANCELLATION NOTIFICATION

Insurer, upon notification to its applicant, may decline to search, examine, issue its Commitment or insure any title, or to issue any endorsement to a policy. Insurer may, at any time, in its sole discretion, refuse an application or cancel any unclosed application of the applicant, without liability on the part of Insurer.

### 2.3 ADDITIONAL WORK CHARGES

Insurer may impose additional Charges in especially difficult title matters. Insurer may impose additional Charges for examination of title which may involve multiple chains of title, land under water, coal, oil, gas or mineral searches, railroad property searches, land in beds of streets, rights-of-way, driveways, foreclosures, tax sales, proceedings under federal bankruptcy or state insolvency related statutes, or which involve other unusual difficulties or unusual expenditures. There shall be a reasonable relationship between the services performed, expenses incurred and the amount charged by the Insurer or Agent.

These Charges will be filed with the Department each quarter by Insurer. Agents are responsible for the filing of this information with Insurer for inclusion in Insurer's quarterly report which will report on Charges collected both by Insurer and by the Agent under this Section of the Manual.

## 2.4 CHARGES FOR ADDITIONAL COVERAGES

Nothing herein shall prohibit Insurer from charging an additional special fee for affirmative risk coverage(s) not contained in this Manual. These fees will be filed with the Department each quarter by Insurer. Agents are responsible for the filing of this information with Insurer for inclusion in the Insurer's quarterly report which will report on Charges collected both by Insurer and the Agent under this Section.

## 2.5 DELIVERY OF POLICY-LIABILITY

Insurer may withhold delivery of the policy of title insurance and have no liability until all applicable Charges, set forth in this Manual, have been paid in full and all conditions of the Insurer's Commitment satisfied.

## 2.6 PAYMENT OF CHARGES

All Charges made pursuant to this Manual must be paid at the time of closing, unless otherwise agreed to by Insurer or as otherwise set forth in this Manual.

## 2.7 PROHIBITION OF USE OF UNAPPROVED FORMS

No policy, endorsement or other coverage may be issued which varies the terms, conditions, stipulations or exclusions of a policy unless first approved by the Department. Approved policies, endorsements and supplemental forms are for use by members and subscribers of TIRBOP as set forth in Sections 8 through 10 of this Manual.

3. SUPPLEMENTAL CHARGES

3.1 CANCELLATION CHARGE

If application is canceled after the Commitment is issued under Company or Agent Procedure, a minimum Charge of \$100.00 is to be made for such cancellation.

3.2 ESCROW SERVICE CHARGE

All escrows and escrow services shall be the subject of a written agreement when the Insurer or its Agent holds funds from a settlement or closing for disbursement at some later date. A minimum service Charge of \$25.00 shall be made for the first 6 months and a minimum Charge of \$25.00 shall be made for each year beyond the initial 6 month period for which the funds are held.

3.3 COMMITMENT ISSUED UNDER THE APPROVED ATTORNEY PROCEDURE

When under the Approved Attorney Procedure an Insurer issues a Commitment, the Charge for same shall be a minimum of \$25.00. The Charge may be applied as a credit toward the applicable rate for title insurance.

3.4 PASS-THROUGH CHARGES

Search and examination services are included in the Sale Rate and Non-Sale Rate for policies issued under the Company or Agent Procedure. Additional Searches and Certifications may be required in a particular closing. If so, they must comply with the following rules:

- (a) The actual fee charged the appropriate party will not exceed the charge made by the issuing governmental agency for the Searches and Certifications shown below.
  - (1) Real Estate Tax Searches and/or Certifications.
  - (2) Water and Sewer Searches and/or Certifications.
  - (3) Municipal Lien Searches and/or Certifications.
  - (4) Domestic Relations and Support Lien Searches and/or Certifications.
- (b) The actual cost of obtaining certain other Searches and Certifications shown below may be passed on to an Interested Party.
  - (1) Corporate Lien Searches.
  - (2) Corporate Good Standing Certificates.
  - (3) Uniform Commercial Code Searches.
  - (4) Condominium, Cooperative and Planned Community Certifications.



### 3.5 CLOSING PROTECTION LETTER – SINGLE TRANSACTION

This letter is limited to a single transaction. It provides (i) a lender secured by a mortgage of an interest in land, (ii) a purchaser of an interest in land, or (iii) a lessee of an interest in land, protection against fraud, theft, dishonesty or misapplication in the handling of funds or documents or the failure to follow written closing instructions by the Agent or Approved Attorney, subject to the conditions and exclusions contained therein. The Charge for the issuance of the letter(s) shall be \$125.00 per transaction, regardless of the number of letters issued for a single transaction. The Charge shall be remitted in its entirety to the Insurer (which for purposes of this Section does not include Agent or Approved Attorney). (See Supplemental Form Closing Protection Letter – Single Transaction (ALTA Form 12/01/18) - TIRBOP PA CPL, as modified by TIRBOP (10/01/19)

### 3.6 RECORD OWNER AND LIEN CERTIFICATE

The Charge for the certificate, which gives information about the state of title of the record owner for 1-4 family residential property, shall be \$350.00 per chain of title, and the liability thereunder shall be \$2,500.00. The Charge for the certificate, which gives information about the state of title of the record owner for property other than 1-4 family residential, shall be \$750.00 per chain of title, and the liability thereunder shall be \$5,000.00.

Insurer in its discretion may increase the liability limit, applying the Sale Rate for the amount of increased liability. When insurance is requested from the same Insurer upon the same property within six (6) months from the date of the certificate, the Charge for the certificate will be credited against the Charge for the insurance.

4. RESERVED FOR FUTURE USE

5. POLICIES AND RATES

5.1 METHODS OF OPERATION

- A. "Company or Agent Procedure". Under this procedure, the Insurer or Agent examines title and handles settlement and issues a Commitment and/or policy.
- B. "Approved Attorney Procedure". Under this procedure, the Approved Attorney certifies the title to the Insurer or Agent on a preliminary report of title based upon the Approved Attorney's examination of title. "Examination" for the purpose of this section is the process of abstracting or searching or causing an abstract or search to be made of the appropriate public records for those matters affecting title to a specific parcel of land, examining the results thereof, and reporting such results and conclusions to the Insurer or its Agent in a preliminary report of title. The Insurer or its Agent, in reliance upon such report, may issue a Commitment and the Approved Attorney may conduct a settlement or closing based upon such report and Commitment. Subsequently, the title insurance policy shall be issued by the Insurer or Agent based upon the Approved Attorney's final certificate of title. In certain cases an Approved Attorney may submit only a final certificate of title to the Insurer or Agent, and based upon such certificate the Insurer or Agent may issue the title insurance policy.
- C. The charge for the search, examination of title and the settlement by the Approved Attorney is not governed by this Manual.

5.2 APPLICATION OF RATES UNDER THE COMPANY OR AGENT PROCEDURE

A. APPLICATION OF SALE RATE

The Sale Rate is set forth in Section 5.50 A. of the Schedule of Rates – Company or Agent Procedure and applies to all owner's policies of title insurance issued under the Company or Agent Procedure described in Section 5.1 above. The Sale Rate is to be applied to calculate the Charge for a loan policy of title insurance only in certain situations (as described in this Section 5.2, paragraphs C, D and E).

B. APPLICATION OF NON-SALE RATE

The Non-Sale Rate is set forth in Section 5.50 B. of the Schedule of Rates – Company or Agent Procedure, and with certain exceptions as hereinafter described, applies to loan policies of title insurance issued under the Company or Agent Procedure, described in Section 5.1 above. Paragraphs C, D and E of this Section 5.2 describe those exceptions where the Sale Rate applies in calculating the Charge for a loan policy of title insurance.

C. SIMULTANEOUS ISSUANCE

Where owner's and loan policies are issued simultaneously on the same property, they shall be treated as a single policy for rate calculation purposes. The Charge, including any endorsements priced as a percentage, shall be based on the Sale Rate and applied to the policy with the highest limits.

D. WAIVER OF OWNER'S POLICY

In a transaction involving the purchase of all or a part of the real estate securing a mortgage with said mortgage being simultaneously insured, an owner's policy must be issued unless the new owner has waived, in writing, the purchase of an owner's policy in accordance with Title 31, Pa. Code § 126.1. (See Supplemental Form TIRBOP - 31 PA Code § 126.1 Waiver of Owner's Title Insurance (01/01/02))

When owner's insurance has been waived in accordance with this paragraph, the Charge for the loan policy shall be based on the Sale Rate being applied to the amount of insurance for the loan policy.

E. POSTPONEMENT OF OWNER'S POLICY

When an owner acquires a premises and purchases title insurance and the owner does not grant a mortgage on the premises at the time of the acquisition, at the written request of the Insured Owner, the issuance of an owner's policy may be postponed for a period not to exceed 12 months after the date of recording the deed. If, during the 12 month period, the Insured Owner places a mortgage on the premises, no separate charge other than an additional Charge due for a loan policy in an amount in excess of the owner's policy, if any, shall be charged for the issuance of the owner's and loan policies. However, a work Charge for conducting the loan closing and issuance of an updated title Commitment, if required, may be made which shall not exceed 25% of the Sale Rate for such loan policy. In no event shall the provisions of this Section apply beyond the 12 month period.

F. MORTGAGE FORECLOSURE OR DEED IN LIEU OF FORECLOSURE

If an insured lender desires to purchase an owner's policy when it acquires title to the land by foreclosure or by deed in lieu of foreclosure, the Charge for the owner's policy shall be based on the Sale Rate and the amount of insurance shall not be less than the fair market value of the property as of the time the owner's policy is issued.

G. ENDORSEMENT CHARGES – Multiple Policies & Percentage Endorsements

The Charge for an endorsement shall be made each time an endorsement is attached to a policy regardless of the number of policies issued in a particular transaction; provided, however, a Charge for endorsements priced as a percentage shall only be made once in transactions where multiple policies are issued in accordance with 5.4 (D), 5.5 (D) or (E). The Charges for an endorsement priced as a percentage shall be calculated by applying the specified percentage to the rate applicable to the transaction as determined by this Section 5.2. Where a leasehold interest is to be

insured simultaneously with the interest of an owner and/or mortgagee of the fee simple estate, the Charge for an endorsement priced as a percentage shall be 30% of the Charge for an endorsement priced as a percentage if issued with a policy insuring the interest of an owner and/or a mortgagee.

H. ENHANCED COVERAGE RESIDENTIAL POLICIES

Whenever Enhanced Coverage Residential Policies are issued, the Charge for said policies shall be calculated in accordance with Section 5.9.

5.3 APPLICATION OF RATES UNDER THE APPROVED ATTORNEY PROCEDURE

A. APPROVED ATTORNEY RATE

The Approved Attorney Rate, as set forth in Section 5.51 of the Schedule of Rates – Approved Attorney Procedure, applies to all owner's and loan policies issued under the Approved Attorney Procedure.

B. SIMULTANEOUS ISSUANCE

Where a loan policy and owner's policy are issued simultaneously on the same property, they shall be treated as a single policy. The Charge under the Approved Attorney Procedure shall be based on the policy with the highest limits.

C. ENDORSEMENT CHARGES – Multiple Policies & Percentage Charges

The Charge for an endorsement shall be made each time an endorsement is attached to a policy regardless of the number of policies issued in a particular transaction; provided, however, a Charge for endorsements priced as a percentage shall only be made once in transactions where multiple policies are issued in accordance with Section 5.4(D), 5.5 (D) or (E). The Charge for an endorsement priced as a percentage shall be calculated by applying the specified percentage to the rate which would have been applicable to the transaction under the Company or Agent Procedure set forth in Section 5.2. Where a leasehold interest is to be insured simultaneously with the interest of an owner and/or mortgagee of the fee simple estate, the Charge for an endorsement priced as a percentage shall be 30% of the Charge for an endorsement priced as a percentage if issued with a policy insuring the interest of an owner and/or a mortgagee.

D. WAIVER OF OWNER'S POLICY

In a transaction involving the purchase of all or a part of the real estate securing the mortgage with said mortgage being simultaneously insured, an owner's policy must be issued unless the new owner has waived, in writing, the purchase of an owner's policy in accordance with Title 31, Pa. Code § 126.1. (See Supplemental Form TIRBOP - 31 PA Code § 126.1 Waiver of Owner's Title Insurance (01/01/02))

When owner's insurance has been waived in accordance with this paragraph, the Charge for the loan policy shall be based on the amount of insurance for the loan policy.

E. POSTPONEMENT OF OWNER'S POLICY

When an owner acquires a premises and purchases title insurance and the owner does not grant a mortgage on the premises at the time of the acquisition, at the written request of the Insured Owner, the issuance of an owner's policy may be postponed for a period not to exceed 12 months after the date of recording the deed. If, during the 12 month period, the Insured Owner places a mortgage on the premises, no separate charge other than an additional Charge due for a loan policy in an amount in excess of the owner's policy, if any, shall be charged for the issuance of the owner's and loan policies. In no event shall the provisions of this Section apply beyond the 12 month period.

F. MORTGAGE FORECLOSURE OR DEED IN LIEU OF FORECLOSURE

If an insured lender desires to purchase an owner's policy when it acquires title to the land by foreclosure or by deed in lieu of foreclosure, the Charge for the owner's policy shall be based on the amount of insurance which shall be not less than the fair market value of the property as of the time the owner's policy is issued.

G. ENHANCED COVERAGE RESIDENTIAL POLICIES

Whenever Enhanced Coverage Residential Policies are issued, the Charge for said policies shall be calculated in accordance with Section 5.9.

5.4 OWNER'S TITLE INSURANCE – DETERMINATION OF AMOUNT OF INSURANCE

- A. An owner's policy issued at the time of the purchase of the property shall be based on the full consideration, including the aggregate unpaid principal sum of any mortgage(s) or other liens, claims, taxes and any other municipal charge not being paid. A policy may be issued in an amount in excess of the full consideration where agreed to by the Insurer and the Insured.
- B. Where an owner desires that an owner's policy be issued after acquisition of title, the rate shall be based upon any amount the owner may request but not less than the present fair market value of the property as of the time the owner's policy is issued.
- C. When an insured lender desires to purchase an owner's policy when it acquires title to the land by foreclosure or by deed in lieu of foreclosure, the Charge shall be based upon the amount of insurance the lender may request but not less than the present fair market value of the property as of the time the owner's policy is issued.
- D. When more than one owner's policy is issued simultaneously, in the same transaction, to insure multiple properties to the same buyer or to multiple buyers owned or controlled by the same person or entity, the Charge for these policies shall be determined by the aggregate liability of the owner's policies to be issued.

5.5 MORTGAGE LENDER'S TITLE INSURANCE – DETERMINATION OF AMOUNT OF INSURANCE

- A. A loan policy cannot be issued in an amount less than the full principal debt secured by real property unless it is issued in an amount equal to the fair market value of the real property securing the debt. A policy may be issued in an amount in excess of the debt where agreed to by the Insurer and the Insured.
- B. A loan policy insuring a mortgage on a loan which provides for negative amortization may not be issued in an amount less than the maximum principal amount (including interest which may be added to principal) which may be secured by such mortgage.
- C. When a loan policy insures a mortgage of real property, personal property and personal property affixed to the realty, the Charge shall be based on the amount of the mortgage loan attributable to real property and personal property affixed to the realty as certified by the mortgagee.
- D. When separate loan policies are issued simultaneously, insuring two or more mortgages on the same property, there shall be one Charge for all policies which shall be determined by the aggregate liability of the policies.
- E. When more than one loan policy is issued simultaneously to insure multiple properties securing a single loan, the Charge for these policies shall be aggregated and based upon the amount of the loan.

5.6 EXTENSION OR MODIFICATION OF AN INSURED MORTGAGE AND CHARGE FOR TIRBOP - ENDORSEMENT PA 500

- A. Where a mortgage which was previously insured is still in effect, and that mortgage is to be amended by an extension or modification agreement, an endorsement to the existing policy or a new policy may be issued by the same Insurer which covers the extension or modification agreement, after continuation searches have been obtained covering the period from the recording date of the mortgage through the recording date of the extension or modification agreement. The Charge for the issuance of an endorsement to an existing policy or the issuance of a new policy to provide coverage to insure the mortgage as amended by the extension or modification agreement shall be made in accordance with subparagraphs B through D below.
- B. The Charge for a new policy or endorsement to an existing policy issued in conjunction with an extension or modification agreement, that does not increase the unpaid principal balance, shall be calculated on the basis of the unpaid principal balance in accordance with the following rates:

Up to 5 years from the date of the Initial Policy .....50% of Non-Sale Rate

Over 5 years to 10 years from the date of the Initial Policy..... 70% of Non-Sale Rate

Over 10 years from the date of the Initial Policy ..... 100% of Non-Sale Rate

“Initial Policy” shall mean the first loan policy of title insurance issued in connection with a loan to be secured by an interest in real estate. Any new policy or

endorsement to an existing policy issued in conjunction with an extension or modification agreement pursuant to this Section 5.6 shall not be considered an Initial Policy.

- C. When the date of the Initial Policy is less than 10 years ago, the Charge for a new policy or endorsement to an existing policy in conjunction with an extension or modification agreement that increases the unpaid principal balance shall be calculated in two steps. First, the Charge for the new policy or endorsement that relates to the unpaid principal balance of the loan immediately prior to the increase shall be calculated as set forth above in paragraph B. Second, the Charge for the new policy or endorsement which relates to the increase in coverage amount, i.e., the difference between the unpaid balance of the loan immediately prior to its increase and the new coverage amount, shall be 80% of the Non-Sale Rate.

Example: On January 1, 2009, owner modifies his mortgage loan (originally created in the amount of \$100,000 on January 1, 2003) by increasing the amount of the loan to \$150,000. The unpaid balance immediately prior to the modification is \$80,000. The Charge for the new policy or endorsement is calculated as follows: 70% of the Non-Sale Rate for \$80,000 of coverage to which is added the difference between (i) 80% of the Non-Sale Rate on an \$80,000 policy and (ii) 80% of the Non-Sale Rate on a \$150,000 policy.

- D. If under a modification agreement, new property(ties) are added, 80% of the Non-Sale Rate shall be charged from dollar one based upon the value of the new property(ties), together with charging the applicable rate under paragraph B of this Section, based upon the unpaid principal balance of the loan. Any increases in the unpaid principal balance of the loan shall be charged the applicable rate under Paragraph C of this Section.

Example No. 1: On January 1, 2009, the owner and lender modify the mortgage loan (mortgage originally created in the amount of \$900,000 on January 1, 2005) by adding new property(ties) to the mortgage as collateral, pursuant to a mortgage modification agreement. The new property(ties) have a fair market value of \$200,000. The current unpaid principal balance of the loan secured by the mortgage is \$700,000. The Charge for the new policy or endorsement to the existing policy is calculated as follows:

(i)	80% of Non-Sale Rate on \$200,000.....	\$1,106.60; to which is added
(ii)	50% of Non-Sale Rate on \$700,000.....	<u>\$1,844.63</u>
	Total Charge:	\$2,951.23

Example No. 2: Same facts as Example #1 above and in addition, new monies are loaned in the amount of \$300,000, thereby increasing the unpaid principal balance of the loan to \$1,000,000. The Charge for the new policy or endorsement to the existing policy is calculated in the same manner as Example No. 1, to which is added \$1,024.80 (being the difference between (i) 80% of the Non-Sale Rate on a \$1,000,000 policy and (ii) 80% of the Non-Sale Rate on a \$700,000 policy); thus making for a total Charge of \$3,976.20.

- E. When a new policy is issued in connection with an extension or modification of a previously insured mortgage loan, the Initial Policy or existing policy, as the case may be, must be returned for cancellation.

#### 5.6.1 EXTENSION OR MODIFICATION OF AN INSURED MORTGAGE AND CHARGE FOR TIRBOP - ENDORSEMENT PA 501

- A. Where a mortgage which was previously insured is still in effect, and that mortgage is to be amended by an extension or modification agreement, an endorsement to the existing policy may be issued by the same Insurer which covers the extension or modification agreement, after continuation searches have been obtained. The Charge for the issuance of this endorsement shall be made in accordance with subparagraph C below.
- B. This endorsement is only available within ten (10) years of the date of the Initial Policy. This endorsement is not available if the extension or modification agreement either (a) increases the unpaid principal balance or (b) adds new property(ies).
- C. The Charge for this endorsement shall be 25% of the Non-Sale Rate calculated on the basis of the unpaid principal balance.

#### 5.7 ASSIGNMENT OF MORTGAGE

- A. When the mortgage being assigned was not previously insured, the Charge for a policy shall be based on the amount of the unpaid principal balance. There is no additional Charge when the mortgage or the assignment of mortgage is part of a single transaction being insured.
- B. When an assignee desires an endorsement to an existing policy changing the name of the Insured only and does not require a change in the effective date of the policy nor require that the assignment be included as an insured instrument, the Charge shall be \$25.00.
- C. Endorsement PA 1600 shall be issued when an assignee desires an endorsement (i) to insure the effectiveness of a post-policy assignment of the Insured Mortgage to vest title in the assignee to the Insured Mortgage and (ii) to insure that the Insured Mortgage, except as shown of record, has not been modified, released or satisfied. The Charge for this endorsement is \$700.00.
- D. Where the Insurer is being asked to insure an assignment of a previously insured mortgage and the assignment of mortgage is being made within 10 years from the date of the execution of the mortgage, the title must be certified down from the date of the recording of the mortgage, through the date of the recording of the assignment. A new policy or endorsement to the existing policy furnishing coverage up to and including the date of recording of the assignment shall be issued for 60% of the Non-Sale Rate provided that it is being issued by the same Insurer which issued the original policy.



## 5.8 ALTA SHORT FORM RESIDENTIAL LOAN POLICY

- A. This policy insures the lender making a mortgage loan on a 1 to 4 family residence or condominium unit. This policy is an abbreviated short form version of the current ALTA Loan Policy, incorporating all of the terms and provisions of the ALTA Loan Policy, which is designed to be delivered to the lender at closing. This policy contains blanket exceptions to taxes, covenants and restrictions, easements, reservations of minerals or mineral rights, and offers certain affirmative assurances with respect to these exceptions desired by lenders, including certain affirmative assurances with respect to survey matters. This policy also includes an Addendum, which can be used to set forth additional exceptions or to limit the affirmative assurances. This policy is designed so that certain ALTA endorsement forms may be specified, and thus incorporated, by checking appropriate boxes, and making the appropriate endorsement Charge(s) in accordance with this Manual.
- B. The Charge for the ALTA Short Form Residential Loan Policy shall be \$200.00 in addition to the otherwise applicable Charge. When this policy form is used, there can be no separate Charge for TIRBOP Endorsements PA 100 and PA 300.
- C. The Charge for an endorsement to a Short Form Residential Loan Policy priced as a percentage shall be calculated by applying the specified percentage to the rate applicable to the transaction as determined by the Schedule of Rates in Section 5.50. The \$200.00 Charge in Section 5.8 B shall thereafter be added.

## 5.9 ENHANCED COVERAGE RESIDENTIAL POLICIES – Application of Rates for both the Company or Agent Procedure and the Approved Attorney Procedure

### A. HOMEOWNER'S POLICY OF TITLE INSURANCE

The ALTA Homeowner's Policy of Title Insurance (For a One-to-Four Family Residence) (hereinafter the "Homeowner's Policy") provides coverage beyond that included in the current ALTA Owner's Policy. The Homeowner's Policy may only be issued to a homeowner who will reside in premises improved by a one-to-four family residence.

The Charge for the Homeowner's Policy is the Charge under the applicable Schedule of Rates in Sections 5.50 and 5.51 for the stated amount of insurance in Schedule A, plus an additional 10% Charge. The additional 10% Charge shall be calculated by applying that percentage to the Sale Rate under Section 5.50 A, notwithstanding that the Charge for the Homeowner's Policy may have been made under Section 5.51.

The Charge for an endorsement to a Homeowner's Policy priced as a percentage shall be calculated after the additional 10% Charge is added.

**Example under Company or Agent Procedure:**

Homeowner's Policy	Amount of Insurance \$200,000	Charge \$1,595.00	+10% + \$159.50	=	Charge* \$1,754.50
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\*The Charge for this transaction is \$1,754.50, plus the Charge for any endorsements issued with the Homeowner's Policy.

**Example under the Approved Attorney Procedure:**

Homeowner's Policy	Amount of Insurance \$200,000	Charge \$714.00	+10% + \$159.50	=	Charge* \$873.50
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\*The Charge for this transaction is \$873.50, plus the Charge for any endorsements issued with the Homeowner's Policy.

**B. EXPANDED COVERAGE RESIDENTIAL LOAN POLICY**

The ALTA Expanded Coverage Residential Loan Policy (For a One-to- Four Family Residence) (hereinafter the "Expanded Coverage Residential Loan Policy") is the companion loan policy to the Homeowner's Policy. This policy may only be issued when the homeowner/borrower resides in premises improved by a one-to-four family residence.

The Charge for the Expanded Coverage Residential Loan Policy is the Charge under the applicable Schedule of Rates in Sections 5.50 B and 5.51 for the stated amount of insurance in Schedule A, plus an additional 10% Charge and a flat endorsement fee of \$400. The additional 10% Charge shall be calculated by applying that percentage to the Non-Sale Rate under Section 5.50 B, notwithstanding that the Charge for the Expanded Coverage Residential Loan Policy may have been made under Section 5.51.

For the above flat endorsement fee of \$400, the Expanded Coverage Residential Loan Policy incorporates the following endorsement coverages within its body by reference without the need to issue endorsements: ALTA Form 4.1-06 (Endorsement PA 810), ALTA Form 5.1-06 (Endorsement PA 820), ALTA Form 6-06 (Endorsement PA 710), ALTA Form 6.2-06 (Endorsement PA 710-6.2), ALTA Form 8.1-06 (Endorsement PA 900), and ALTA Form 9.10-06 (Endorsement PA 1590).

When this policy form is used, there can be no separate Charge for the endorsements described above or for Endorsement PA 100 and Endorsement PA 300.

The Charge for an endorsement to an Expanded Coverage Residential Loan Policy priced as a percentage shall be calculated after the additional 10% Charge is added but before the flat endorsement fee of \$400.00 is added.

**Example under Company or Agent Procedure:**

	Amount of Insurance	Charge	+10% (on Non-Sale Rate)	Charge*
Expanded Coverage Residential Loan Policy	\$200,000	\$1,383.25	+ \$138.33 =	\$1,521.58
			+ \$400.00 endorsement fee	<u>400.00</u>
				\$1,921.58

\*The Charge for this transaction is \$1,921.58, plus the Charge for any endorsement issued with the Expanded Coverage Residential Loan Policy not already included in the policy as described above.

**Example under Approved Attorney Procedure:**

	Amount of Insurance	Charge	+10% (on Non-Sale Rate)	Charge*
Expanded Coverage Residential Loan Policy	\$200,000	\$714.00	+ \$138.33 =	\$852.33
			+ \$400.00 endorsement fee	<u>400.00</u>
				\$1,252.33

\*The Charge for this transaction is \$1,252.33, plus the Charge for any endorsements issued with the Expanded Coverage Residential Loan Policy not already included in the policy as described above.

**C. SIMULTANEOUS ISSUANCE – Enhanced Coverage Residential Policies**

When a Homeowner's Policy is being issued, the Expanded Coverage Residential Loan Policy (or Short Form thereof) shall be issued absent contrary instructions from the lender. When the Homeowner's Policy and the Expanded Coverage Residential Loan Policy (or Short Form thereof) (collectively, hereinafter the "Enhanced Coverage Residential Policies") are simultaneously issued on the same property, they shall be treated as a single policy.

The Charge is the Charge under the applicable Schedule of Rates in Section 5.50 A or 5.51 for the policy with the highest limits, plus an additional 10% Charge and a flat endorsement fee of \$400.00. This additional 10% Charge is calculated by applying that percentage to the Sale Rate under Section 5.50 A, notwithstanding that the Charge for the Enhanced Coverage Residential Policies may have been made under Section 5.51.

**Example under Company or Agent Procedure:**

	Amount of Insurance	Charge	+10% (on Sale Rate)	Charge*
Homeowner's Policy	\$200,000	\$1,595.00	+ \$159.50 =	\$1,754.50
Expanded Coverage Residential Loan Policy	\$175,000		+ \$400.00 endorsement fee	<u>400.00</u>
				\$2,154.50

\*The Charge for this transaction is \$2,154.50, plus the Charge for any endorsements issued with the Homeowner's Policy or with the Expanded Coverage Residential Loan Policy that are not already included in the policy per Section 5.9 B above.

**Example under Approved Attorney Procedure:**

	Amount of Insurance	Charge	+10% (on Sale Rate)	Charge*
Homeowner's Policy	\$200,000	\$714.00	+ \$159.50 =	\$873.50
Expanded Coverage Residential Loan Policy			+ \$400.00 endorsement fee	<u>400.00</u>
	\$175,000			\$1,273.50

\*The Charge for this transaction is \$1,273.50, plus the Charge for any endorsements issued with the Homeowner's Policy or with the Expanded Coverage Residential Loan Policy that are not already included in the policy(ies) per Section 5.9 B above.

D. INTENTIONALLY DELETED

E. SIMULTANEOUS ISSUANCE – Homeowner's Policy Issued with 2006 ALTA Loan Policy

When a Homeowner's Policy is being issued, the Expanded Coverage Residential Loan Policy (or Short Form thereof) shall be issued absent contrary instructions from the lender.

When the Homeowner's Policy and the 2006 ALTA Loan Policy (or Short Form thereof) are simultaneously issued on the same property on the instructions from the lender, they shall be treated as a single policy. The Charge is the Charge under the applicable Schedule of Rates in Section 5.50 A or 5.51 and shall be based on the policy with the highest limits, plus an additional 10% Charge and any endorsement Charges for the 2006 ALTA Loan Policy to be calculated in accordance with Section 5.2. The additional 10% Charge is calculated by applying that percentage to the Sale Rate under Section 5.50 A to the amount of the Homeowner's Policy, notwithstanding that the Charge for the Homeowner's Policy may have been made under Section 5.51.

**Example under Company or Agent Procedure:**

	Amount of Insurance	Charge	+10% (on Sale Rate)	Charge*
Homeowner's Policy	\$200,000	\$1,595.00	+ \$159.50 =	\$1,754.50
2006 ALTA Loan Policy	\$175,000			

\*The Charge for this transaction is \$1,754.50, plus the Charge for any endorsements issued with the Homeowner's Policy or with the 2006 ALTA Loan Policy.

**Example under Approved Attorney Procedure:**

	Amount of Insurance	Charge	+10% (on Sale Rate)	Charge*
Homeowner's Policy	\$200,000	\$714.00	+ \$159.50 =	\$873.50
2006 ALTA Loan Policy	\$175,000			

\*The Charge for this transaction is \$873.50, plus the Charge for any endorsements issued with the Homeowner's Policy or with the 2006 ALTA Loan Policy.

F. WAIVER OF OWNER'S POLICY

In a transaction involving the purchase of all or part of the real estate securing a mortgage with said mortgage, and the lender requires the Expanded Coverage Residential Loan Policy, the Homeowner's Policy shall be issued unless the new owner has waived, in writing, the purchase of an owner's policy in accordance with 31 Pa. Code §126.1. (See Supplemental Form TIRBOP - 31 Pa. Code §126.1 Waiver of Owner's Title Insurance (01/01/02)).

When owner's insurance has been waived in accordance with this Section, the Charge for the loan policy under the Company or Agent Procedure shall be based on the Sale Rate being applied to the amount of insurance for the loan policy. The Charge for the loan policy under the Approved Attorney Procedure shall be based on the Approved Attorney Rate being applied to the amount of insurance for the loan policy.

In addition, under either the Company or Agent Procedure or the Approved Attorney Procedure, whichever is applicable, there shall be an additional 10% Charge, calculated by applying that percentage to the Sale Rate under Section 5.50 A, notwithstanding that the Charge for the loan policy may have been calculated under Section 5.51.

**Example under Company or Agent Procedure:**

**Facts:** The purchaser has waived, in writing, owner's title insurance as set forth above. The purchase price is \$200,000 and the purchaser is simultaneously creating a mortgage in the amount of \$175,000.

	Amount of Insurance	Charge	+10% (on Sale Rate)	=	Charge*
Expanded Coverage Residential Loan Policy	\$175,000	\$1,452.50	+\$145.25	=	\$1,597.75

\*The Charge for this transaction is \$1,597.75, plus the Charge for any endorsements issued with the Expanded Coverage Residential Loan Policy.

**Example under the Approved Attorney Procedure**

**Facts:** The purchaser has waived, in writing, owner's title insurance as set forth above. The purchase price is \$200,000 and the purchaser is simultaneously creating a mortgage in the amount of \$175,000.

	Amount of Insurance	Charge	+10% (on Sale Rate)	=	Charge*
Expanded Coverage Residential Loan Policy	\$175,000	\$635.75	+\$145.25	=	\$781.00

\*The Charge for this transaction is \$781.00, plus the Charge for any endorsements issued with the Expanded Coverage Residential Loan Policy.

G. APPROVED ATTORNEY PROCEDURE - Calculation of Additional 10% Charge

Whenever an Expanded Coverage Residential Loan Policy is issued under the Approved Attorney Procedure, the additional 10% charge is calculated in accordance with Sections 5.9 A through F above, notwithstanding the fact that the Charge for the Expanded Coverage Residential Loan Policy is made under the Approved Attorney Procedure.

H. SHORT FORM EXPANDED COVERAGE RESIDENTIAL LOAN POLICY

The ALTA Short Form Expanded Coverage Residential Loan Policy is an abbreviated short form version of the current Expanded Coverage Residential Loan Policy, incorporating all of the terms and provisions of said policy, which is designed to be delivered to the lender at closing. The Charge for the issuance of this policy shall be the same as the Expanded Coverage Residential Loan Policy as described in this Section.

5.10 LEASEHOLD TITLE INSURANCE

- A. Leasehold title insurance is provided by attaching Endorsement PA 1130 to the ALTA Owner's Policy of Title Insurance, as modified by TIRBOP (06/17/06) or by attaching Endorsement PA 1140 to the ALTA Loan Policy of Title Insurance, as modified by TIRBOP (6/17/06). There is no charge for these endorsements.
- B. The Charge for the issuance of an owner's policy with Endorsement PA 1130 attached or the issuance of a loan policy with Endorsement PA 1140 attached shall be the same Charge for the issuance of a policy insuring a fee simple estate under this Manual.
- C. Where an owner's policy and loan policy are issued simultaneously on the same property with Endorsements PA 1130 and PA 1140 respectively attached, they shall be treated as a single policy and the Charge shall be based on the policy with the highest limits.
- D. Where a leasehold interest is to be insured simultaneously with the interest of an owner and/or mortgagee of the fee simple estate, the Charge shall be the applicable rate for owner and/or mortgagee plus 30% of the applicable Charge for the leasehold interest. Where a leasehold interest is to be insured simultaneously with the interest of an owner and/or mortgagee of the fee simple estate, the Charge for an endorsement priced as a percentage shall be 30% of the Charge for an endorsement priced as a percentage if issued with a policy insuring the interest of an owner and/or a mortgagee.

The Charge for any insurance in excess of the face amount of such owner's and/or loan policy shall be determined under the applicable Schedule of Rates in Sections 5.50 and 5.51.

E. DETERMINATION OF AMOUNT

When title insurance is issued for a leasehold estate by the issuance of an owner's policy and/or loan policy with Endorsement PA 1130 and/or Endorsement PA 1140 attached, the amount of insurance shall be equal to:

- (1) the aggregate of the total rentals payable under the lease; or
- (2) the aggregate of the total rents for the 6 years immediately following the settlement or closing of the lease transaction; or
- (3) a reasonable statement of estimated rents on percentage leases; or
- (4) the appraised value at the time of insuring the premises as established by an appraiser acceptable to the Insurer; or
- (5) the land and total projected costs of such proposed improvements in the case of proposed construction; or
- (6) the purchase price of the estate when insuring an assignment of a leasehold estate, including all obligations assumed.

5.11 MECHANICS' LIEN INSURANCE

If, by reason of the visible commencement of erection or construction of an improvement, a statutory lien for labor or material may gain priority over the instrument being insured, an additional Charge for insurance covering unfiled mechanics' and materialmen's liens shall be made as follows:

A. Non Construction Mortgage

When a Loan Policy is to be issued insuring a mortgage, other than a purchase money mortgage or a construction mortgage as provided in Section 5.11B, the additional Charge shall be 20%, calculated in accordance with Section 5.2.

B. Construction Mortgage

When a Loan Policy is to be issued insuring a construction mortgage, the additional Charge shall be 20% calculated in accordance with Section 5.2, unless it is issued with either TIRBOP Endorsement PA 1500 or PA 1510 and with TIRBOP Endorsement PA 1520. In that event, the additional Charge shall be 10% calculated in accordance with Section 5.2 for either TIRBOP Endorsement PA 1500 or 1510 and \$200.00 for TIRBOP Endorsement PA 1520. The Charge for the TIRBOP Endorsement PA 1520 shall be made each time it is issued.

C. Owners Policy

When insurance covering unfiled mechanics' and materialmen's liens is provided in an Owner's Policy, the additional Charge shall be 25% calculated in accordance with Section 5.2.

D. Waiver of Additional Charge

The Insurer reserves the right to waive the additional Charge, as set forth in Sections 5.11A or C above, when, in its opinion, based upon the protective devices and procedures used in the transaction, the risk involved does not warrant payment thereof. The additional Charge, when insuring a construction mortgage as set forth in Section 5.11 B above, shall not be waived.

5.12 CO-INSURANCE - BASIS FOR CALCULATING CHARGE

In a transaction where the total liability is assumed by two or more Insurers with the liability being divided between the Insurers from the first dollar, the Charge for the liability assumed by each Insurer shall be calculated as though each Insurer was the primary insurer from the first dollar of its liability based upon the amount of liability assumed. Co-Insurance coverage is provided through Endorsement PA 1610.

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5.13 SHERIFF'S DISTRIBUTION POLICY

The Charge for Insurance under this Section shall be:

- A. Fund Created at a Judicial Sale Other Than a Tax Sale
  - For distribution in amounts up to \$2,000.....\$142.00
  - For amounts over \$2,000:
    - \$2,001 to \$15,000 inclusive ..... add \$5.70 per.....\$1,000
    - \$15,001 to \$30,000 inclusive ..... add \$5.13 per.....\$1,000
    - \$30,001 to \$50,000 inclusive ..... add \$4.56 per.....\$1,000
    - \$50,001 to \$100,000 inclusive ..... add \$3.99 per.....\$1,000
    - \$100,001 to \$500,000 inclusive ..... add \$3.42 per.....\$1,000
    - \$500,001 to \$1,000,000 inclusive ..... add \$2.85 per.....\$1,000
    - \$1,000,001 to \$2,000,000 inclusive ..... add \$2.28 per.....\$1,000
    - \$2,000,001 and over..... add \$1.42 per.....\$1,000
    - For each distribution endorsement.....\$25.00
- B. Fund created at a tax sale for distribution of the entire fund .....\$227.00

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5.50 SCHEDULE OF RATES - COMPANY OR AGENT PROCEDURE

A. The Sale Rate Charge shall be:		B. The Non-Sale Rate Charge shall be:	
<u>UNIT OF INSURANCE OR FRACTION THEREOF</u>	<u>SALE RATE</u>	<u>UNIT OF INSURANCE OR FRACTION THEREOF</u>	<u>NON-SALE RATE</u>
\$ 0 to \$30,000	\$569.00	\$ 0 to \$30,000	\$512.00
\$30,001 to \$45,000 Add per 1,000	\$7.41	\$30,001 to \$45,000 Add per 1,000	\$5.98
\$45,001 to \$100,000 Add per 1,000	\$6.27	\$45,001 to \$100,000 Add per 1,000	\$5.41
\$100,001 to \$500,000 Add per 1,000	\$5.70	\$100,001 to \$500,000 Add per 1,000	\$4.84
\$500,001 to \$1,000,000 Add per 1,000	\$4.56	\$500,001 to \$1,000,000 Add per 1,000	\$4.27
\$1,000,001 to \$2,000,000 Add per 1,000	\$3.42	\$1,000,001 to \$2,000,000 Add per 1,000	\$3.13
\$2,000,001 to \$7,000,000 Add per 1,000	\$2.28	\$2,000,001 to \$7,000,000 Add per 1,000	\$1.99
\$7,000,001 to \$30,000,000 Add per 1,000	\$1.71	\$7,000,001 to \$30,000,000 Add per 1,000	\$1.71
\$30,000,000 and above Add per 1,000	\$1.42	\$30,000,000 and above Add per 1,000	\$1.42

5.51 SCHEDULE OF RATES – APPROVED ATTORNEY PROCEDURE

The Approved Attorney Rate Charge shall be:

UNIT OF INSURANCE  
OR  
FRACTION THEREOF

\$ 0 to \$30,000 .....	\$142.00
\$30,001 to \$100,000 .....	add \$3.70 per \$1,000 or fraction thereof
\$100,001 to \$500,000 .....	add \$3.13 per \$1,000 or fraction thereof
\$500,001 to \$1,000,000 .....	add \$2.85 per \$1,000 or fraction thereof
\$1,000,001 to \$2,000,000 .....	add \$2.56 per \$1,000 or fraction thereof
\$2,000,001 to \$7,000,000 .....	add \$2.28 per \$1,000 or fraction thereof
\$7,000,001 and above .....	add \$1.71 per \$1,000 or fraction thereof

6. ENDORSEMENTS AND RATES

6.1 TIRBOP – ENDORSEMENT PA 100 – COVENANTS, CONDITIONS AND RESTRICTIONS (Revised 10/01/19)

Loan Policy Only

This endorsement insures against loss or damage by reason of a violation of an enforceable Covenant set forth in Schedule B of the Policy or that a future violation thereof will not cause a forfeiture or reversion of Title. The Charge for this endorsement is \$100.00.

6.2 RESERVED FOR FUTURE USE

6.3 RESERVED FOR FUTURE USE

6.4 RESERVED FOR FUTURE USE

6.5 RESERVED FOR FUTURE USE

6.6 TIRBOP - ENDORSEMENT PA 300 - SURVEY EXCEPTION (Revised 10/01/08)

Loan Policy Only

This endorsement has the effect of insuring without exception for matters discoverable by survey (except as might be specifically noted) and will further insure against loss or damage by reason of encroachment (other than by party walls), whether by the building on the mortgaged premises encroaching upon adjacent property, or by any building on adjacent property encroaching on the mortgaged premises. The Charge for this endorsement is \$100.00.

6.7 TIRBOP – ENDORSEMENT PA 301 – SURVEY EXCEPTION (Revised 10/01/08)

Owner's Policy Only

This endorsement offers the same coverage to an owner or lessee as TIRBOP Endorsement PA 300 offers to a mortgagee. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00.

6.8 TIRBOP – ENDORSEMENT PA 400 – (ALTA Endorsement 7-06) – MANUFACTURED HOUSING UNIT (04/01/07)

Owner's Policy and/or Loan Policy

This endorsement amends the definition of "land" in the policy to include a manufactured housing unit located on the land on the date of the policy. The Charge for this endorsement is \$100.00.

6.9 TIRBOP – ENDORSEMENT PA 500 – (ALTA Endorsement 11-06 as modified by TIRBOP) – MORTGAGE MODIFICATION (10/01/17)

Loan Policy Only

This endorsement insures against loss sustained by reason of the invalidity or unenforceability of the Insured Mortgage as a result of a post-policy modification of the Insured Mortgage. It changes the Date of Policy. The Charge for this endorsement is set forth in Section 5.6 of this Manual.

6.10 TIRBOP – ENDORSEMENT PA 501 – (ALTA Endorsement 11-06) – MORTGAGE MODIFICATION (07/01/14)

Loan Policy Only

This endorsement insures against loss sustained by reason of the invalidity or unenforceability of the Insured Mortgage as a result of a post-policy modification of the Insured Mortgage. It also insures against loss or damage resulting from the failure of the priority of the Insured Mortgage over defects, liens or encumbrances occurring after the effective date of the policy and before the date of endorsement, except as to any specified exceptions. This endorsement is not available if the extension or modification agreement (a) increases the unpaid principal balance or (b) adds new property(ies). This endorsement does not change the Date of Policy and is only available within ten (10) years from the date of the Insured Mortgage. Use of this endorsement is prohibited in conjunction with the issuance of a policy insuring 1-4 family residential property. The Charge for this endorsement is set forth in Section 5.6.1 of this Manual.

6.11 TIRBOP – ENDORSEMENT PA 710 (ALTA Endorsement 6-06) – VARIABLE RATE (04/01/07)

Loan Policy Only

Where required by a mortgagee, an Insurer may provide coverage under this endorsement to insure the priority of the lien of a mortgage that can by its terms be renegotiated as to its rate of interest. This coverage insures the priority of the lien through any number of renegotiated interest terms. The Charge for this endorsement is \$100.00.

6.12 TIRBOP – ENDORSEMENT PA 710-6.2 (ALTA Endorsement 6.2-06) – VARIABLE RATE, NEGATIVE AMORTIZATION (04/01/07)

Loan Policy Only

Where required by a mortgagee, an Insurer may provide coverage under this endorsement to insure the priority of the lien of a mortgage that can by its terms be renegotiated as to its rate of interest. This coverage insures the priority of the lien through any number of renegotiated interest terms, including negative amortization. The Charge for this endorsement is \$100.00.

6.13 TIRBOP – ENDORSEMENT PA 810 (ALTA Endorsement 4.1-06) – CONDOMINIUM – CURRENT ASSESSMENTS (08/01/18)

Owner's and/or Loan Policy

This endorsement affords multiple forms of coverage with respect to the Condominium Regime and Documentation, when affixed to a policy in which the insured land is a condominium unit together with its percentage interest in the common elements. The Charge for this endorsement is \$100.00.

6.14 TIRBOP – ENDORSEMENT PA 820 (ALTA Endorsement 5.1-06) – PLANNED UNIT DEVELOPMENT – CURRENT ASSESSMENTS (08/01/18)

Owner's and/or Loan Policy

This endorsement affords multiple forms of coverage with respect to the Planned Unit Development Regime and Documentation, when affixed to a policy in which the insured land is a Planned Unit Development. The Charge for this endorsement is \$100.00.

- 6.15 TIRBOP – ENDORSEMENT PA 900 (ALTA Endorsement 8.1-06) – ENVIRONMENTAL PROTECTION LIEN (04/01/07)

Loan Policy Only (Primarily Residential Property)

This endorsement provides coverage to a lender by insuring the lien priority of the Insured Mortgage over those environmental protection liens recorded in the Public Records except with respect to environmental protection liens provided for by certain statutes identified in the endorsement. The Charge for this endorsement is \$100.00.

- 6.16 TIRBOP – ENDORSEMENT PA 910 – (ALTA Endorsement 8.2-06) COMMERCIAL ENVIRONMENTAL PROTECTION LIEN (08/01/18)

Owner's and/or Loan Policy (Non-Residential Property)

This endorsement provides coverage over those environmental protection liens recorded in the Public Records. The Charge for this endorsement is \$200.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's or loan policy insuring 1-4 family residential property.

- 6.17 RESERVED FOR FUTURE USE

- 6.18 RESERVED FOR FUTURE USE

- 6.19 TIRBOP – ENDORSEMENT PA 1015 – OPEN END MORTGAGE/CONSTRUCTION (Revised 04/01/07)

Loan Policy Only

This endorsement provides limited insurance for construction loan advances made pursuant to a mortgage that qualifies as an "Open End Mortgage" by statute. Such advances must be made to pay toward or to provide funds to the mortgagor to pay toward all or part of the costs of completing any erection, construction, alteration, or repair of any part of the mortgaged premises which is the statutory requirement and made at all times during which the mortgagor of the insured mortgage is still the owner of the estate or interest covered by the policy. The endorsement insures the lien priority of such advances. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$100.00.

- 6.20 TIRBOP – ENDORSEMENT PA 1020 – FNMA BALLOON (Revised 04/01/07)

Loan Policy Only

This endorsement insures a lender against the invalidity or unenforceability or loss of priority of the insured mortgage resulting from provisions which provide for a conditional right to refinance and a change in the rate of interest as set forth in the mortgage. The Charge for this endorsement is \$100.00.

- 6.21 TIRBOP – ENDORSEMENT PA 1030 (ALTA Endorsement 9-06  
(Revised 04-02-12)) – RESTRICTIONS, ENCROACHMENTS, MINERALS (10/01/17)

Loan Policy Only

This endorsement insures against loss or damage by reason of a violation of a Covenant that divests, subordinates or extinguishes the lien of the Insured Mortgage or that results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage; violation of an enforceable Covenant by an Improvement on the Land; enforced removal of an Improvement as a result of a violation of a building setback line shown on a recorded subdivision plan, notice of a violation recorded in the Public Records of an enforceable Covenant relating to environmental protection; encroachment of an Improvement; damage to an Improvement that encroaches upon an easement area or that results from the exercise of an easement and insurance against damage to an Improvement resulting from the right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00.

- 6.22 TIRBOP – ENDORSEMENT PA 1031 (ALTA Endorsement 9.1-06  
(Revised 04-02-12)) – COVENANTS, CONDITIONS AND RESTRICTIONS –  
UNIMPROVED LAND (04/01/13)

Owner's Policy Only

This endorsement insures against loss or damage by reason of a violation on the Land of an enforceable Covenant and of a notice of a violation recorded in the Public Records of an enforceable Covenant relating to environmental protection describing any part of the Land. The Charge for the endorsement is 10%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsement PA 301 in which case it will be priced at 5%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00.

- 6.23 TIRBOP – ENDORSEMENT PA 1032 – (ALTA Endorsement 9.2-06  
(Revised 04-02-12)) – COVENANTS, CONDITIONS AND RESTRICTIONS –  
IMPROVED LAND (04/01/13)

Owner's Policy Only

This endorsement insures against loss or damage by reason of a violation on the Land of an enforceable Covenant, enforced removal of an Improvement as a result of a violation of a building setback line shown on a recorded subdivision plan and notice of a violation recorded in the Public Records of an enforceable Covenant relating to environmental protection describing any part of the Land. The Charge for the endorsement is 10%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsement PA 301 in which case it will be priced at 5%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00.

- 6.24 TIRBOP – ENDORSEMENT PA 1033 (ALTA Endorsement 9.6-06) – PRIVATE RIGHTS  
(Revised 04/2/13) (10/01/17)

Loan Policy Only

This endorsement insures against loss or damage due to the enforcement of a Private Right contained in a Covenant that (a) results in the invalidity, unenforceability, or lack of priority

of the lien of the Insured Mortgage, or (b) causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the indebtedness. Private Right is defined as (i) a private charge or assessment; (ii) an option to purchase; (iii) a right of first refusal; or (iv) a right of prior approval of a future purchaser or occupant. This endorsement permits a specific Private Right to be excluded from coverage. The Charge for this endorsement is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

6.25 TIRBOP – ENDORSEMENT PA 1034 (ALTA Endorsement 9.7-06) – RESTRICTIONS, ENCROACHMENTS, MINERALS – LAND UNDER DEVELOPMENT (08/01/18)

Loan Policy Only

This endorsement insures against loss or damage by reason of a violation of a Covenant that divests, subordinates or extinguishes the lien of the Insured Mortgage or that results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage; violation of an enforceable Covenant by an Improvement or a Future Improvement; enforced removal of an Improvement or a Future Improvement as a result of a violation of a building setback line shown on a recorded subdivision plan, notice of a violation recorded in the Public Records of an enforceable Covenant relating to environmental protection; encroachment of an Improvement or a Future Improvement; damage to an Improvement or a Future Improvement that encroaches upon an easement area or that results from the exercise of an easement and insurance against damage to an Improvement or a Future Improvement resulting from the right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances. The Charge for this endorsement is 15%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00.

6.26 TIRBOP – ENDORSEMENT PA 1035 (ALTA Endorsement 9.8-06) – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT (04/01/13)

Owner's Policy Only

This endorsement insures against loss or damage by reason of a violation of an enforceable Covenant by an Improvement or a Future Improvement, enforced removal of an Improvement or a Future Improvement as a result of a violation of a building setback line shown on a recorded subdivision plan and a notice of a violation recorded in the Public Records of an enforceable Covenant relating to environmental protection describing any part of the Land. The Charge for the endorsement is 15%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsement PA 301 in which case it will be priced at 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00.

6.27 TIRBOP – ENDORSEMENT PA 1070 – GENERAL ENDORSEMENT (Revised 04/01/07)

This endorsement is to be used only for purposes of correcting and/or amending previously issued policies or for granting coverage not otherwise covered by the other endorsements set forth in this Manual.

This endorsement may not be used to provide the following coverages: Truth-in-Lending; Zoning; Creditors Rights; Doing Business; Usury; Tie-In Interstate; or Subdivision.



- 6.28 TIRBOP – ENDORSEMENT PA 1080 – ABBREVIATED FORM ENDORSEMENT(S)  
(Revised 10/01/08)

Loan Policy Only

This endorsement incorporates by reference nine (9) other endorsements, and one (1) optional additional endorsement, contained in this Manual. The sequence for listing these endorsements is at the discretion of the Insurer. Each of the referenced endorsements, as requested by the lender, can be checked in the appropriate block. The Charge for each endorsement so checked shall be made in accordance with this Manual. There is no other Charge to be made for the use of this endorsement.

- 6.29 TIRBOP – ENDORSEMENT PA 1100 – WAIVER OF ARBITRATION (08/01/18)

Owner's and/or Loan Policy

This endorsement amends the ALTA Owner's or Loan Policy by deleting the CONDITIONS paragraph entitled ARBITRATION. The Charge for this endorsement is \$200.00.

- 6.30 TIRBOP – ENDORSEMENT PA 1110 (ALTA Endorsement 20-06) – FIRST LOSS –  
MULTIPLE PARCEL TRANSACTIONS (04/01/13)

Loan Policy Only

This endorsement provides, under certain conditions, that the amount which the insurer shall be liable to pay under the policy shall be determined without requiring maturity of the indebtedness by acceleration or otherwise. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$500.00.

- 6.31 RESERVED FOR FUTURE USE

- 6.32 TIRBOP – ENDORSEMENT PA 1130 – (ALTA Endorsement 13-06)  
(Revised 04-02-12) LEASEHOLD OWNER'S (04/01/13)

Owner's Policy Only

This endorsement may only be issued at the time of the issuance of the ALTA Owner's Policy. The endorsement sets forth how the leasehold estate is valued for purposes of a loss under the policy and the items covered by the issuance of the endorsement. The Charge for this endorsement, together with the ALTA Owner's Policy, is set forth in Section 5.10.

- 6.33 TIRBOP – ENDORSEMENT PA 1140 – (ALTA Endorsement 13.1-06)  
(Revised 04-02-12) LEASEHOLD LOAN (04/01/13)

Loan Policy Only

This endorsement may only be issued at the time of the issuance of the ALTA Loan Policy. The endorsement sets forth how the leasehold estate is valued for purposes of a loss under the policy and the items covered by the issuance of the endorsement. The Charge for this endorsement, together with the ALTA Loan Policy, is set forth in Section 5.10.

- 6.34 TIRBOP – ENDORSEMENT PA 1150 – (ALTA Endorsement 14.2-06)  
FUTURE ADVANCE – LETTER OF CREDIT (08/01/18)

Loan Policy Only

This endorsement provides limited insurance for loan advances made pursuant to a letter of credit, surety agreement or reimbursement agreement. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.35 TIRBOP – ENDORSEMENT 1160 (ALTA Endorsement 15-06)  
NONIMPUTATION – FULL EQUITY TRANSFER (10/01/08)

Owner's Policy Only

This endorsement insures that the Insurer will not deny liability to certain incoming parties (in a full equity transfer) as a result of the Insured having knowledge imputed to it in partnership, corporate, or limited liability company transactions. This endorsement may only be issued with a simultaneously issued owner's policy. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.36 TIRBOP – ENDORSEMENT 1170 – (ALTA Endorsement 15.1-06)  
NONIMPUTATION – ADDITIONAL INSURED (10/01/08)

Owner's Policy Only

This endorsement insures that the Insurer will not deny liability to certain incoming parties (additional insureds) as a result of the Insured having knowledge imputed to it in partnership, corporate, or limited liability company transactions. This endorsement may be issued subsequent to the issuance of the owner's policy. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.37 TIRBOP – ENDORSEMENT 1180 – (ALTA Endorsement 15.2-06)  
NONIMPUTATION – PARTIAL EQUITY TRANSFER (05/01/16)

Owner's Policy Only

This endorsement insures that the Insurer will not deny liability to certain incoming parties (in a partial equity transfer) as a result of the Insured having knowledge imputed to it in partnership, corporate, or limited liability company transactions. This endorsement may only be issued with a simultaneously issued owner's policy. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.38 TIRBOP – ENDORSEMENT 1190 – (ALTA Endorsement 16-06)  
MEZZANINE FINANCING (04/01/07)

Owner's Policy Only

This endorsement provides certain coverages to a mezzanine lender under an owner's policy. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.39 TIRBOP – ENDORSEMENT 1200 – (ALTA Endorsement 17-06)  
ACCESS AND ENTRY (04/01/07)

Loan Policy Only

This endorsement provides coverage to a lender with regard to vehicular and pedestrian access to the insured property. The Charge for this endorsement is \$200.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.40 TIRBOP – ENDORSEMENT 1201 – (ALTA Endorsement 17-06)  
ACCESS AND ENTRY (04/01/07)

Owner's Policy Only

This endorsement provides coverage to an owner with regard to vehicular and pedestrian access to the insured property. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.41 TIRBOP – ENDORSEMENT PA 1210 – (ALTA Endorsement 17.1-06)  
INDIRECT ACCESS AND ENTRY (04/01/07)

Loan Policy Only

This endorsement provides coverage to a lender with regard to vehicular and pedestrian access indirectly to the insured property. The Charge for this endorsement is \$450.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.42 TIRBOP – ENDORSEMENT PA 1211 – (ALTA Endorsement 17.1-06)  
INDIRECT ACCESS AND ENTRY (04/01/07)

Owner's Policy Only

This endorsement provides coverage to an owner with regard to vehicular and pedestrian access indirectly to the insured property. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.43 TIRBOP – ENDORSEMENT PA 1220 – (ALTA Endorsement 14.3-06)  
FUTURE ADVANCE - REVERSE MORTGAGE (10/01/08)

Loan Policy Only

This endorsement provides coverage to a lender in conjunction with a reverse annuity mortgage. The Charge for this endorsement is \$100.00.

- 6.44 TIRBOP – ENDORSEMENT PA 1230 – (ALTA Endorsement 18-06)  
SINGLE TAX PARCEL (04/01/07)

Owner's and/or Loan Policy

This endorsement provides coverage with regard to assessment as a single tax parcel. The Charge for this endorsement is \$200.00. Use of this endorsement is prohibited in conjunction with the issuance of owner's and/or loan policies insuring 1-4 family residential property.

- 6.45 TIRBOP – ENDORSEMENT PA 1240 – (ALTA Endorsement 18.1-06) – MULTIPLE TAX  
PARCELS - EASEMENTS (10/01/17)

Owner's and/or Loan Policy

This endorsement provides coverage with regard to assessment as multiple tax parcels. The Charge for this endorsement is \$200.00. Use of this endorsement is prohibited in conjunction with the issuance of owner's and/or loan policies insuring 1-4 family residential property.

- 6.46 TIRBOP – ENDORSEMENT PA 1250 – (ALTA Endorsement 19-06) – CONTIGUITY-  
MULTIPLE PARCELS (10/01/19)

Owner's and/or Loan Policy

This endorsement provides coverage with regard to contiguity of the insured premises. The Charge for this endorsement is \$200.00. Use of this endorsement is prohibited in conjunction with the issuance of owner's and/or loan policies insuring 1-4 family residential property.

- 6.46.1 TIRBOP – ENDORSEMENT PA 1251 – (ALTA Endorsement 19.1-06) – CONTIGUITY-  
SINGLE PARCEL (05/01/16)

Owner's and/or Loan Policy

This endorsement insures against loss or damage in the event that the insured Land is not contiguous to other identified land not insured under the policy. The Charge for this endorsement is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of owner's and/or loan policies insuring 1-4 family residential property.

- 6.46.2 TIRBOP – ENDORSEMENT PA 1252 – (ALTA Endorsement 19.2-06) – CONTIGUITY-  
SPECIFIED PARCELS (10/01/19)

Owner's and/or Loan Policy

This endorsement provides coverage with regard to contiguity of specified parcels within the insured premises. The Charge for this endorsement is \$200.00. Use of this endorsement is

prohibited in conjunction with the issuance of owner's and/or loan policies insuring 1-4 family residential property.

- 6.47 TIRBOP – ENDORSEMENT PA 1260 (ALTA Endorsement 12-06, as modified by TIRBOP, (revised 04/2/13)) – AGGREGATION/TIE-IN/INTRASTATE ONLY (07/01/14)

Loan Policy Only

This endorsement aggregates the coverage of two or more policies insuring premises in Pennsylvania. Certain Conditions of the policy are amended by this endorsement. The Charge for this endorsement is \$200.00. Use of this endorsement shall also be prohibited to aggregate the liability of any policies issued for Pennsylvania properties with properties situate outside the Commonwealth of Pennsylvania. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.48 TIRBOP – ENDORSEMENT PA 1270 – (ALTA Endorsement 25-06) - SAME AS SURVEY (10/01/19)

Loan Policy Only

This endorsement insures that the land described in the policy is the same as depicted on the survey referenced in the endorsement. The Charge for this endorsement is \$200.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.49 TIRBOP – ENDORSEMENT PA 1271 – (ALTA Endorsement 25-06) - SAME AS SURVEY (10/01/19)

Owner's Policy Only

This endorsement insures that the land described in the policy is the same as depicted on the survey referenced in the endorsement. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2, with a minimum charge of \$200.00, unless it is issued with TIRBOP Endorsement PA 301, in which case it will be priced as \$200.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.50 TIRBOP – ENDORSEMENT PA 1280 (ALTA Endorsement 22-06, as modified by TIRBOP) – LOCATION (10/01/17)

Owner's and/or Loan Policy

This endorsement provides coverage with regard to the physical improvements of the Land. The Charge for this endorsement is \$200.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's or loan policy insuring 1-4 family residential property, and shall only be issued for Land that has been improved.

- 6.51 TIRBOP – ENDORSEMENT PA 1290 – MORTGAGE RELEASE (04/01/07)

Loan Policy Only

This endorsement provides assurances, in conjunction with the release of a portion of the mortgaged lands from the lien of the insured mortgage, as to the validity and priority of the

lien of the insured mortgage on the remaining portion of the mortgaged lands not released. The Charge for this endorsement is \$450.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property, and shall only be issued for land that has been improved.

- 6.52 TIRBOP – ENDORSEMENT PA 1310 – (ALTA Endorsement 28-06)  
EASEMENT – DAMAGE OR ENFORCED REMOVAL (03/01/11)

Loan Policy Only

This endorsement insures against loss or damage sustained by reason of damage to an existing building located on the land from the exercise of the granted or reserved rights of use or maintenance of an easement excepted in Schedule B of the policy. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.53 TIRBOP – ENDORSEMENT PA 1311 – (ALTA Endorsement 28-06)  
EASEMENT – DAMAGE OR ENFORCED REMOVAL (03/01/11)

Owner's Policy Only

This endorsement insures against loss or damage sustained by reason of damage to an existing building located on the land as a result of the exercise of the right of use or maintenance of an easement excepted in Schedule B of the policy. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.54 TIRBOP – ENDORSEMENT PA 1312 – (ALTA Endorsement 28.1-06)  
ENCROACHMENTS – BOUNDARIES AND EASEMENTS (04/01/13)

Loan Policy Only

This endorsement insures against loss or damage by reason of an encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement; an encroachment of any improvement located on adjoining land onto the Land; enforced removal of any Improvement located on the Land in the event that the easement owner, in the exercise of the easement, compels removal or relocation of the encroaching Improvement; or enforced removal of any improvement located on the Land that encroaches onto adjoining land. The Charge for the endorsement is 10%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsement PA 1030 or PA 1034 in which case the Charge will be \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

6.55 TIRBOP – ENDORSEMENT PA 1313 – (ALTA Endorsement 28.1-06)  
ENCROACHMENTS – BOUNDARIES AND EASEMENTS (04/01/13)

Owner's Policy Only

This endorsement insures against loss or damage by reason of an encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement; an encroachment of any improvement located on adjoining land onto the Land; enforced removal of any Improvement located on the Land in the event that the easement owner, in the exercise of the easement, compels removal or relocation of the encroaching Improvement; or enforced removal of any improvement located on the Land that encroaches onto adjoining land. The Charge for the endorsement is 20%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsements PA 1031, PA 1032 or PA 1035, in which case it will be priced at 5%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

6.55.1 TIRBOP – ENDORSEMENT PA 1314 – (ALTA Endorsement 28.3-06)  
ENCROACHMENTS-BOUNDARIES AND EASEMENTS – LAND UNDER  
DEVELOPMENT (10/01/17)

Loan Policy

This endorsement insures against loss or damage by reason of an encroachment of any Improvement or Future Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement; an encroachment of any improvement located on adjoining land onto the Land; enforced removal of any Improvement or Future Improvement located on the Land in the event that the easement owner, in the exercise of the easement, compels removal or relocation of the encroaching Improvement or Future Improvement; or enforced removal of any Improvement or Future Improvement located on the Land that encroaches onto adjoining land. The Charge for the endorsement is 10%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsement PA 1034, in which case the Charge is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

6.55.2 TIRBOP – ENDORSEMENT PA 1315 – (ALTA Endorsement 28.3-06)  
ENCROACHMENTS-BOUNDARIES AND EASEMENTS – LAND UNDER  
DEVELOPMENT (10/01/17)

Owner's Policy Only

This endorsement insures against loss or damage by reason of an encroachment of any Improvement or Future Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement; an encroachment of any improvement located on adjoining land onto the Land; enforced removal of any Improvement or Future Improvement located on the Land in the event that the easement owner, in the exercise of the easement, compels removal or relocation of the encroaching Improvement or Future Improvement; or enforced removal of any Improvement or Future Improvement located on the Land that encroaches onto adjoining land. The Charge for the endorsement is 20%, calculated in

accordance with Section 5.2, unless it is issued with TIRBOP Endorsement PA 1035, in which case the Charge is 5%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

6.55.3 TIRBOP – ENDORSEMENT PA 1316 – (ALTA Endorsement 28.2-06)  
ENCROACHMENTS-BOUNDARIES AND EASEMENTS – DESCRIBED  
IMPROVEMENTS (10/01/19)

Loan Policy

This endorsement insures against loss or damage by reason of an encroachment of a specified Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement; an encroachment of a specified Improvement located on adjoining land onto the Land; enforced removal of a specified Improvement located on the Land in the event that the easement owner, in the exercise of the easement, compels removal or relocation of the encroaching specified Improvement; or enforced removal of a specified Improvement located on the Land that encroaches onto adjoining land. The Charge for the endorsement is 10%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsement PA 1030 or PA 1034 in which case the Charge will be \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

6.55.4 TIRBOP – ENDORSEMENT PA 1317 – (ALTA Endorsement 28.2-06)  
ENCROACHMENTS-BOUNDARIES AND EASEMENTS – DESCRIBED  
IMPROVEMENTS (10/01/19)

Owner's Policy Only

This endorsement insures against loss or damage by reason of an encroachment of a specified Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement; an encroachment of a specified Improvement located on adjoining land onto the Land; enforced removal of a specified Improvement located on the Land in the event that the easement owner, in the exercise of the easement, compels removal or relocation of the encroaching specified Improvement; or enforced removal of a specified Improvement located on the Land that encroaches onto adjoining land. The Charge for the endorsement is 20%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsements PA 1031, PA 1032 or PA 1035, in which case it will be priced at 5%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.



- 6.56 TIRBOP – ENDORSEMENT PA 1320 – (ALTA Endorsement 29-06)  
INTEREST RATE SWAP ENDORSEMENT – DIRECT OBLIGATION (10/01/17)

Loan Policy Only

This endorsement insures against loss by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the repayment of the Swap Obligation at Date of Endorsement. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, if issued at Date of Policy; and 20% if issued subsequent to Date of Policy. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.57 TIRBOP – ENDORSEMENT PA 1330 – (ALTA Endorsement 29.1-06) INTEREST RATE  
SWAP ENDORSEMENT – ADDITIONAL INTEREST (10/01/17)

Loan Policy Only

This endorsement insures against loss by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Additional Interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Endorsement for repayment of the Swap Obligation. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, if issued at Date of Policy; and 20% if issued subsequent to Date of Policy. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.57.1 TIRBOP – ENDORSEMENT PA 1331 – (ALTA Endorsement 29.2-06) INTEREST RATE  
SWAP – DIRECT OBLIGATION – DEFINED AMOUNT (10/01/17)

Loan Policy Only

This endorsement provides the same coverage as TIRBOP Endorsement PA 1320, except that it establishes an Additional Amount of Insurance designated solely for losses addressed in the endorsement. The Charge for this endorsement is the difference between the Charge for the Amount of Insurance on Schedule A and the Charge when adding the Additional Amount of Insurance. Use of this endorsement is prohibited in conjunction with issuance of a loan policy insuring 1-4 family residential property.

- 6.57.2 TIRBOP – ENDORSEMENT PA 1332 (ALTA Endorsement 29.3-06) INTEREST RATE  
SWAP – ADDITIONAL INTEREST – DEFINED AMOUNT (10/01/17)

Loan Policy Only

This endorsement provides the same coverage as TIRBOP Endorsement PA 1330, except that it establishes an Additional Amount of Insurance designated solely for losses addressed in the endorsement. The Charge for this endorsement is the difference between the Charge for the Amount of Insurance on Schedule A and the Charge when adding the Additional Amount of Insurance. Use of this endorsement is prohibited in conjunction with issuance of a loan policy insuring 1- 4 family residential property.

- 6.58 TIRBOP – ENDORSEMENT PA 1340 – (ALTA Endorsement 35-06)  
MINERALS AND OTHER SUBSURFACE SUBSTANCES – BUILDINGS (10/01/17)

Owner's Policy Only

This endorsement insures against loss or damage by reason of the enforced removal or alteration of any Improvement [buildings] resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances. The Charge for this endorsement is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.59 TIRBOP – ENDORSEMENT PA 1341 – (ALTA Endorsement 35-06)  
MINERALS AND OTHER SUBSURFACE SUBSTANCES – BUILDINGS (10/01/17)

Loan Policy Only

This endorsement insures against loss or damage by reason of the enforced removal or alteration of any Improvement [buildings] resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances. The Charge for this endorsement is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.60 TIRBOP – ENDORSEMENT PA 1350 – (ALTA Endorsement 35.1-06)  
MINERALS AND OTHER SUBSURFACE SUBSTANCES – IMPROVEMENTS  
(10/01/17)

Owner's Policy Only

This endorsement insures against loss or damage by reason of the enforced removal or alteration of any Improvement [including a building, structure located on the surface of the Land and any paved road, walkway, parking area, driveway or curb] resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances. The Charge for the endorsement is 10%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsement PA 301 in which case it will be priced at 5%, calculated in accordance with Section 5.2, with a minimum Charge of \$500.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.61 TIRBOP – ENDORSEMENT PA 1351 – (ALTA Endorsement 35.1-06)  
MINERALS AND OTHER SUBSURFACE SUBSTANCES – IMPROVEMENTS  
(10/01/17)

Loan Policy Only

This endorsement insures against loss or damage by reason of the enforced removal or alteration of any Improvement [including a building, structure located on the surface of the Land and any paved road, walkway, parking area, driveway or curb] resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances. The Charge for the endorsement is 5%, calculated in accordance with Section 5.2, with a minimum Charge of \$500.00. Use of this

endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.62 TIRBOP – ENDORSEMENT PA 1360 – (ALTA Endorsement 35.3-06)  
MINERALS AND OTHER SUBSURFACE SUBSTANCES - LAND UNDER  
DEVELOPMENT (10/01/17)

Owner's Policy Only

This endorsement insures against loss or damage by reason of the enforced removal or alteration of any Improvement or Future Improvement [including a building, structure located on the surface of the Land and any paved road, walkway, parking area, driveway or curb] resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances. The Charge for the endorsement is 15%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsement PA 301 in which case it will be priced at 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$500.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.63 TIRBOP – ENDORSEMENT PA 1361 – (ALTA Endorsement 35.3-06)  
MINERALS AND OTHER SUBSURFACE SUBSTANCES – LAND UNDER  
DEVELOPMENT (10/01/17)

Loan Policy Only

This endorsement insures against loss or damage by reason of the enforced removal or alteration of any Improvement or Future Improvement [including a building, structure located on the surface of the Land and any paved road, walkway, parking area, driveway or curb] resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances. The Charge for the endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$500.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.64 TIRBOP – ENDORSEMENT PA 1400 – (ALTA Endorsement 31-06)  
SEVERABLE IMPROVEMENTS (04/01/13)

Owner's and/or Loan Policy

Used in projects where the main costs are in the purchase of improvements which may be severed from the Land, and where the improvements may not be considered real property in the jurisdiction where the Land is located. By the endorsement, the calculation of loss by reason of a covered Policy Defect, includes the diminution in the value of and the removal or relocation cost of the Severable Improvements. The Charge for this endorsement is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's or loan policy insuring 1-4 family residential property.

This endorsement shall be issued only when the Amount of Insurance in Schedule A of the Policy includes the aggregate of the Full Value of the Land or the Full Value of the Leasehold Estate and the Full Value of the Severable Improvement.

6.65 TIRBOP – ENDORSEMENT PA 1410 – (ALTA Endorsement 36-06)  
ENERGY PROJECT – LEASEHOLD/EASEMENT (04/01/13)

Owner's Policy Only

This endorsement, issued with a Policy that insures a Leasehold and/or Easement Estate, recognizes the unique characteristics of an Energy Project. By Section 3, "Valuation of Title as an Integrated Project", the endorsement treats the Energy Project as an integrated whole, providing that in computing loss or damage, Valuation of Title as a result of an Eviction from a portion of the Land shall be the value of the affected Leasehold or Easement Estate and any Electrical Facility plus any reduction in the value of another insured Leasehold or Easement Estate; and further provides that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the Integrated Project. By Section 4, "Valuation of Severable Improvements", the endorsement includes the diminution of the value of a Severable Improvement in the event of an Eviction. By Section 5, "Additional items of loss covered by this endorsement", the endorsement expands on the items of loss appropriate to an Energy Project. The Charge for this endorsement is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

The endorsement shall only be issued when the Amount of Insurance in Schedule A includes the aggregate of the Full Value of the Land or Full Value of the Leasehold Estate and/or Easement Estate and Full Value of the Severable Improvements and Full Valuable of the Electricity Facility.

6.66 TIRBOP – ENDORSEMENT PA 1420 – (ALTA Endorsement 36.1-06)  
ENERGY PROJECT – LEASEHOLD/EASEMENT (04/01/13)

Loan Policy Only

This endorsement, issued with a Policy that insures a Leasehold and/or Easement Estate, recognizes the unique characteristics of an Energy Project. By Section 3, "Valuation of Title as an Integrated Project", the endorsement treats the Energy Project as an integrated whole, providing that in computing loss or damage, Valuation of Title as a result of an Eviction from a portion of the Land shall be the value of the affected Leasehold or Easement Estate and any Electrical Facility plus any reduction in the value of another insured Leasehold or Easement Estate; and further provides that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the Integrated Project. By Section 4, "Valuation of Severable Improvements", the endorsement includes the diminution of the value of a Severable Improvement in the event of an Eviction. By Section 5, "Additional items of loss covered by this endorsement", the endorsement expands on the items of loss appropriate to an Energy Project. The Charge for this endorsement is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

The endorsement shall only be issued when the Amount of Insurance in Schedule A includes the aggregate of the Full Value of the Land or Full Value of the Leasehold Estate and/or Easement Estate and Full Value of the Severable Improvements and Full Valuable of the Electricity Facility.

6.67 TIRBOP – ENDORSEMENT PA 1430 – (ALTA Endorsement 36.2-06)  
ENERGY PROJECT – LEASEHOLD (04/01/13)

Owner's Policy Only

This endorsement, issued with a Policy that insures a Leasehold Estate, recognizes the unique characteristics of an Energy Project. By Section 3, "Valuation of Title as an Integrated Project", the endorsement treats the Energy Project as an integrated whole, providing that in computing loss or damage, Valuation of Title as a result of an Eviction from a portion of the Land shall be the value of the affected Leasehold Estate and any Electrical Facility plus any reduction in the value of another insured Leasehold Estate; and further provides that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the Integrated Project. By Section 4, "Valuation of Severable Improvements", the endorsement includes the diminution of the value of a Severable Improvement in the event of an Eviction. By Section 5, "Additional items of loss covered by this endorsement", the endorsement expands on the items of loss appropriate to an Energy Project. The Charge for this endorsement is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

The endorsement shall only be issued when the Amount of Insurance in Schedule A includes the aggregate of the Full Value of the Land or Full Value of the Leasehold Estate and Full Value of the Severable Improvements and Full Valuable of the Electricity Facility.

6.68 TIRBOP – ENDORSEMENT PA 1440 – (ALTA Endorsement 36.3-06)  
ENERGY PROJECT – LEASEHOLD (04/01/13)

Loan Policy Only

This endorsement, issued with a Policy that insures a Leasehold Estate, recognizes the unique characteristics of an Energy Project. By Section 3, "Valuation of Title as an Integrated Project", the endorsement treats the Energy Project as an integrated whole, providing that in computing loss or damage, Valuation of Title as a result of an Eviction from a portion of the Land shall be the value of the affected Leasehold Estate and any Electrical Facility plus any reduction in the value of another insured Leasehold Estate; and further provides that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the Integrated Project. By Section 4, "Valuation of Severable Improvements", the endorsement includes the diminution of the value of a Severable Improvement in the event of an Eviction. By Section 5, "Additional items of loss covered by this endorsement", the endorsement expands on the items of loss appropriate to an Energy Project. The Charge for this endorsement is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

The endorsement shall only be issued when the Amount of Insurance in Schedule A includes the aggregate of the Full Value of the Land or Full Value of the Leasehold Estate and Full Value of the Severable Improvements and Full Valuable of the Electricity Facility.

6.69 TIRBOP – ENDORSEMENT PA 1450 – (ALTA Endorsement 36.4-06)  
ENERGY PROJECT – COVENANTS, CONDITIONS AND RESTRICTIONS –  
LAND UNDER DEVELOPMENT (04/01/13)

Owner's Policy Only

Patterned after TIRBOP Endorsement PA 1035 ( ALTA Endorsement 9.8-06) but tailored to an Energy Project, this endorsement insures against loss or damage by reason of a violation of an enforceable Covenant by any Electrical Facility or Severable Improvement, enforced removal of any Electrical Facility or Severable Improvement as a result of a violation of a building setback line shown on a recorded subdivision plan and a notice of a violation recorded in the Public Records of an enforceable Covenant relating to environmental protection describing any part of the Land. The Charge for the endorsement is 15%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsement PA 301 in which case it will be priced at 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

The endorsement shall only be issued when the Amount of Insurance in Schedule A includes the aggregate of the Full Value of the Land or Full Value of the Leasehold Estate and/or Easement Estate and Full Value of the Severable Improvements and Full Valuable of the Electricity Facility.

6.70 TIRBOP – ENDORSEMENT PA 1460 – (ALTA Endorsement 36.5-06)  
ENERGY PROJECT – COVENANTS, CONDITIONS AND RESTRICTIONS –  
LAND UNDER DEVELOPMENT (04/01/13)

Loan Policy Only

Patterned after TIRBOP Endorsement PA 1034 ( ALTA Endorsement 9.7-06) but tailored to an Energy Project, this endorsement insures against loss or damage by reason of a violation of an enforceable Covenant by any Electrical Facility or Severable Improvement, enforced removal of any Electrical Facility or Severable Improvement as a result of a violation of a building setback line shown on a recorded subdivision plan and a notice of a violation recorded in the Public Records of an enforceable Covenant relating to environmental protection describing any part of the Land. The Charge for the endorsement is 5%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

The endorsement shall only be issued when the Amount of Insurance in Schedule A includes the aggregate of the Full Value of the Land or Full Value of the Leasehold Estate and/or Easement Estate and Full Value of the Severable Improvements and Full Valuable of the Electricity Facility.

6.71 TIRBOP – ENDORSEMENT PA 1470 – (ALTA Endorsement 36.6-06)  
ENERGY PROJECT – ENCROACHMENTS (10/01/17)

Owner's Policy Only

This endorsement insures against loss or damage by reason of an encroachment of any Electrical Facility or Severable Improvement, located on the Land onto adjoining land or onto that portion of the Land subject to an easement; an encroachment of an improvement located on adjoining land onto the Land; enforced removal of any Electrical Facility or Severable Improvement located on the Land in the event that the easement owner, in the exercise of the easement, compels removal or relocation of any Electrical Facility or Severable Improvement, and damage to any Electrical Facility or Severable Improvement located on or encroaching into that portion of the Land subject to an easement which damage results from the exercise of the easement. The Charge for the endorsement is 15%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsement PA 301 in which case it will be priced at 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

The endorsement shall only be issued when the Amount of Insurance in Schedule A includes the aggregate of the Full Value of the Land or Full Value of the Leasehold Estate and/or Easement Estate and Full Value of the Severable Improvements and Full Valuable of the Electricity Facility.

6.72 TIRBOP – ENDORSEMENT PA 1471 – (ALTA Endorsement 36.6-06)  
ENERGY PROJECT – ENCROACHMENTS (10/01/17)

Loan Policy Only

This endorsement insures against loss or damage by reason of an encroachment of any Electrical Facility or Severable Improvement, located on the Land onto adjoining land or onto that portion of the Land subject to an easement; an encroachment of an improvement located on adjoining land onto the Land; enforced removal of any Electrical Facility or Severable Improvement located on the Land in the event that the easement owner, in the exercise of the easement, compels removal or relocation of any Electrical Facility or Severable Improvement, and damage to any Electrical Facility or Severable Improvement located on or encroaching into that portion of the Land subject to an easement which damage results from the exercise of the easement. The Charge for the endorsement is 5%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00. Use of this endorsement is prohibited in conjunction with the issuance of a Loan policy insuring 1-4 family residential property.

The endorsement shall only be issued when the Amount of Insurance in Schedule A includes the aggregate of the Full Value of the Land or Full Value of the Leasehold Estate and/or Easement Estate and Full Value of the Severable Improvements and Full Valuable of the Electricity Facility.

- 6.73 TIRBOP – ENDORSEMENT PA 1480 – (ALTA Endorsement 9.3-06 (Revised 4/02/13)) – COVENANTS, CONDITIONS AND RESTRICTIONS (07/01/14)

Loan Policy Only

This endorsement insures against loss or damage by reason of a violation of a Covenant that (a) divests, subordinates or extinguishes the lien of the Insured Mortgage or (b) that results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage. It also insures against loss or damage by reason of (i) a violation of an enforceable Covenant unless an exception in Schedule B identifies the violation, (ii) enforced removal of an Improvement as a result of a violation of a building setback line shown on a recorded subdivision plan, and (iii) notice of a violation recorded in the Public Records of an enforceable Covenant relating to environmental protection. The Charge for this endorsement is 5%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00.

- 6.74 TIRBOP – ENDORSEMENT 1490 – (ALTA Endorsement 9.9-06 (Revised 4/02/13), as modified by TIRBOP) PRIVATE RIGHTS (07/01/14)

Owner's Policy Only

This endorsement insures against loss or damage if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy causes a loss of the Insured's Title. Private Right is defined as (i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant. This endorsement permits a specific Private Right to be excluded from coverage. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$1,000.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.75 TIRBOP – ENDORSEMENT PA 1500 – (ALTA Endorsement 32-06) CONSTRUCTION LOAN-LOSS OF PRIORITY (07/01/14)

Loan Policy Only

This endorsement deletes Covered Risk 11(a) of the ALTA Loan Policy of Title Insurance, as modified by TIRBOP, (06/17/06) and provides the coverage set forth in section 3 which insures against (a) loss or damage by reason of the invalidity or unenforceability of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage; (b) the lack of priority of the lien of the Insured Mortgage for each Construction Loan Advance over any recorded lien or encumbrance not shown in Schedule B; and (c) the lack of priority of the lien of the Insured Mortgage over any unrecorded mechanics' liens but only for such mechanic lien claims which were designated for payment in the Construction Loan Advance and disbursed on or before Date of Coverage. The Charge for this endorsement is set forth in Section 5.11B of this Manual.

- 6.76 TIRBOP – ENDORSEMENT PA – 1510 (ALTA Endorsement 32.1-06) (Revised 4/02/13) – CONSTRUCTION LOAN-LOSS OF PRIORITY-DIRECT PAYMENT (07/01/14)

Loan Policy Only

This endorsement deletes Covered Risk 11(a) of the ALTA Loan Policy of Title Insurance, as modified by TIRBOP, (06/17/06) and provides the coverage set forth in section 3 which



insures against (a) loss or damage by reason of the invalidity or unenforceability of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage; (b) the lack of priority of the lien of the Insured Mortgage for each Construction Loan Advance over any recorded lien or encumbrance not shown in Schedule B; and (c) the lack of priority of the lien of the Insured Mortgage over any unrecorded mechanics' liens but only for such mechanic lien claims which were designated for payment in the Construction Loan Advance. This endorsement requires direct payment to contractors and materialmen to be made by the Company or by the Insured with the Company's written approval. The Charge for this endorsement is set forth in Section 5.11B of this Manual.

6.77 TIRBOP – ENDORSEMENT PA 1520 – (ALTA Endorsement 33-06) DISBURSEMENT (07/01/14)

Loan Policy Only

This endorsement can only be issued in conjunction with TIRBOP Endorsement PA 1500 or 1510 and advances the Date of Coverage for Construction Loan Advances. The endorsement includes an option to state the current disbursement amount and to state the aggregate amount, including the current disbursement amount. The Charge for this endorsement is set forth in Section 5.11B of this Manual.

6.78 TIRBOP – ENDORSEMENT PA 1530 (ALTA Endorsement 14-06) FUTURE ADVANCE – PRIORITY (10/01/19)

Loan Policy Only

This endorsement insures against loss or damage sustained by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage (1) as security for Advances and re-Advances made after the Date of Policy and (2) resulting from any provisions of the note or loan agreement that provide for (i) interest on interest, (ii) changes in the rate of interest, or (iii) the addition of unpaid interest to the Indebtedness. It also includes coverage for the failure of the Insured Mortgage to comply with the requirements of state law to secure Advances. The Charge for this endorsement is \$200.00 when issued with a loan policy insuring 1-4 family residential property. When a policy is issued insuring other property, the Charge is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$500.00.

6.79 TIRBOP – ENDORSEMENT PA 1540 (ALTA Endorsement 14.1-06) FUTURE ADVANCE – KNOWLEDGE (10/01/19)

Loan Policy Only

This endorsement provides the same coverage as TIRBOP Endorsement PA 1530, except that there is an additional exclusion from coverage for loss or damage resulting from the lack of priority of any Advance made after the Insured has Knowledge of the existence of liens, encumbrances or other matters affecting the Land intervening between Date of Policy and the Advance. The Charge for this endorsement is \$200.00 when issued with a loan policy

insuring 1-4 family residential property. When a policy is issued insuring other property, the Charge is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$500.00.

- 6.80 TIRBOP – ENDORSEMENT PA 1550 (ALTA Endorsement 17.2-06)  
UTILITY ACCESS (10/01/17)

Owner's Policy Only

This endorsement provides coverage for loss or damage sustained by the Insured by reason of the lack of a right of access to specifically selected utilities or services, either over, under or upon rights of way or easements for the benefit of the Land. The Charge when issued with an owner's policy is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$1,000.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.81 TIRBOP – ENDORSEMENT PA 1551 (ALTA Endorsement 17.2-06)  
UTILITY ACCESS (10/01/17)

Loan Policy Only

This endorsement provides coverage for loss or damage sustained by the Insured by reason of the lack of a right of access to specifically selected utilities or services, either over, under or upon rights of way or easements for the benefit of the Land. The Charge for this endorsement when issued with a loan policy is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.82 TIRBOP – ENDORSEMENT PA 1560 (ALTA Endorsement 37-06)  
ASSIGNMENT OF RENTS OR LEASES (10/01/17)

Loan Policy Only

This endorsement provides coverage for loss or damage sustained by the Insured by reason of (1) a defect in the execution of the Assignment of Rents or Leases or (2) any recorded Assignment of Rents or Leases at Date of Policy other than as shown in the Policy. The Charge for this endorsement is \$200.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.83 TIRBOP – ENDORSEMENT PA 1570 (ALTA Endorsement 40-06)  
TAX CREDIT-OWNER'S POLICY (10/01/17)

Owner's Policy Only

This endorsement provides coverage for loss or damage, not exceeding the Amount of Insurance, sustained by the Tax Credit Investor by a reduction in a Tax Credit caused solely by a defect, lien or encumbrance insured against by the policy, and subject to certain limitations set forth in the endorsement. By the endorsement, the Insured assigns to the Tax Credit Investor the right to receive payment of a loss under the policy to the extent of the reduction in the amount of the Tax Credit. The Tax Credit itself is not insured, but the endorsement allows consideration of the reduction of the Tax Credit as an element of loss.

The Charge for this endorsement is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.84 TIRBOP – ENDORSEMENT PA 1580 (ALTA Endorsement 40.1-06)  
TAX CREDIT-DEFINED AMOUNT-OWNER'S POLICY (10/01/17)

Owner's Policy Only

This endorsement provides the same coverage as TIRBOP Endorsement PA 1570, except that (1) it establishes an Additional Amount of Insurance designated solely for losses addressed in the endorsement (2) it does not require the Insured to assign its rights to receive loss payments under the policy to the Tax Credit Investor, as the Additional Amount of Insurance is applicable only to the payment of a loss to the Tax Credit Investor and (3) the Amount of Insurance in Schedule A is not available for loss payment to the Tax Credit Investor and a payment of any loss pursuant to the terms of the endorsement to the Tax Credit Investor does not reduce the Amount of Insurance available to the Insured. The Charge for this endorsement is the difference between the Charge for the Amount of Insurance on Schedule A and the Charge when adding the Additional Amount of Insurance. Example: The Amount of Insurance on Schedule A is \$30,000,000.00. The Additional Amount of Insurance is \$5,000,000.00. The Charge for the endorsement is \$7,100.00, being the difference between the Charge for a \$30,000,000.00 policy and the Charge for a \$35,000,000.00 policy. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.85 TIRBOP – ENDORSEMENT PA 1590 (ALTA Endorsement 9.10-06)  
RESTRICTIONS, ENCROACHMENTS, MINERALS – CURRENT VIOLATIONS  
(10/01/17)

Loan Policy Only

This endorsement provides coverage similar to that in TIRBOP Endorsement PA 1030 but limits coverage to a violation of a Covenant on or before Date of Policy. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00.

- 6.86 TIRBOP – ENDORSEMENT 1600 (ALTA Endorsement 10-06)  
ASSIGNMENT (05/01/16)

Loan Policy Only

This endorsement insures against loss or damage from (i) the failure of the post-policy assignment of the Insured Mortgage to vest title to the Insured Mortgage in the assignee and from (ii) any recorded modification, release or satisfaction of the Insured Mortgage prior to the date of endorsement. This endorsement does not change the Date of Policy. The Charge for this endorsement is \$700.00.

6.87 TIRBOP – ENDORSEMENT 1610 (ALTA Endorsement 23-06)  
CO-INSURANCE – SINGLE POLICY (05/01/16)

Owner's and/or Loan Policy

This endorsement allows the lead insurer to issue a single policy with other co-insurers adopting the policy as their own to the extent of their proportionate liability set forth in the endorsement. While there is no Charge for the issuance of the endorsement, Section 5.12 describes the manner by which the Charge for the liability assumed by each Insurer is calculated. Use of this endorsement is prohibited in conjunction with the issuance of a policy insuring 1-4 family residential property.

6.87.1 TIRBOP – ENDORSEMENT 1611 (ALTA Endorsement 23.1-06)  
CO-INSURANCE – MULTIPLE POLICIES (10/01/19)

Owner's and/or Loan Policy

This endorsement allows the lead insurer to issue multiple policies with other co-insurers adopting the policies as their own to the extent of their proportionate liability set forth in the endorsement. While there is no Charge for the issuance of the endorsement, Section 5.12 describes the manner by which the Charge for the liability assumed by each Insurer is calculated. Use of this endorsement is prohibited in conjunction with the issuance of policies insuring 1-4 family residential property.

6.88 TIRBOP – ENDORSEMENT 1620 (ALTA Endorsement 39-06)  
POLICY AUTHENTICATION (05/01/16)

Owner's and/or Loan Policy

This endorsement authenticates a policy or endorsements issued electronically or lacking signatures. If this endorsement is issued simultaneously with a policy, there is no Charge. If issued subsequent to Date of Policy, the Charge for the endorsement is \$200.00.

6.89 TIRBOP – ENDORSEMENT 1630 (ALTA Endorsement 42-06)  
COMMERCIAL LENDER GROUP ENDORSEMENT (05/01/16)

Loan Policy Only

This endorsement (i) insures against loss or damage by reason of the invalidity, unenforceability, or loss of priority of the lien of the Insured Mortgage caused by transfers after the Date of Policy of portions of the Indebtedness by the Participants, (ii) provides that the Participant is an Insured, as long as it continues to own a portion of the Indebtedness, whether acquired on or after the Date of Policy and (iii) under certain conditions, protects Participants against imputation of Knowledge from other Participants. The Charge for this endorsement is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.90 TIRBOP – ENDORSEMENT 1640 (ALTA Endorsement 43-06)  
ANTI-TAINT ENDORSEMENT (05/01/16)

Loan Policy Only

This endorsement insures against loss or damage by reason of a loss of priority of the lien of the Insured Mortgage as security for the Term Loan by reason of reductions and subsequent increases of the outstanding principal amount of the Indebtedness payable as the Revolving Credit Loan. The Charge for this endorsement is \$700.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.91 TIRBOP – ENDORSEMENT 1650 (ALTA Endorsement 45-06)  
PARI PASSU MORTGAGE (05/01/16)

Loan Policy Only

This endorsement insures against loss or damage by reason of (i) the invalidity or unenforceability of the lien of the Insured Mortgage resulting solely from the provisions of the Pari Passu Mortgage or Intercreditor Agreement establishing lien priority or (ii) the lack of equal lien priority of the Insured Mortgage to the other Pari Passu Mortgages. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$150.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.92 TIRBOP ENDORSEMENT 1660 (ALTA Endorsement 34-06)  
IDENTIFIED RISK COVERAGE (10/01/17)

Owner's and/or Loan Policy

This endorsement insures against enforcement of an Identified Risk excepted for in Schedule B and, subject to certain conditions, insures against loss or damage by reason of the release of prospective purchaser or lessee of the Title or lender on the Title from the obligation to purchase, lease or lend as a result of the Identified Risk. The Charge for this endorsement is \$200.00.

7. RESERVED FOR FUTURE USE