

**DELAWARE TITLE INSURANCE
RATING BUREAU**

RATING MANUAL

**EFFECTIVE AS AMENDED
THROUGH 03/01/2015**

**MANUAL OF
DELAWARE TITLE INSURANCE
RATING BUREAU**

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NOTICE

**THIS RATE MANUAL HAS BEEN APPROVED BY
THE DELAWARE DEPARTMENT OF INSURANCE
AS AMENDED THROUGH 03/01/2015**

**TITLE INSURANCE RATE MANUAL
STATE OF DELAWARE**

This Manual sets forth the definitions, general rules, rating systems, coverages, schedule of Rates and approved policy forms, endorsements and other forms for use by members of and subscribers to the Delaware Title Insurance Rating Bureau (“DTIRB”).

DTIRB is licensed by the Delaware Insurance Department pursuant to section 2511 of the Delaware Insurance Code, 18 Del. C.

This Manual and its contents have been filed with and approved by the Delaware Insurance Department. The provisions of this Manual are binding upon all members of and subscribers to DTIRB 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 has been approved by the Delaware Insurance Department.

MEMBERS OF DTIRB AS OF THE EFFECTIVE DATE OF THIS MANUAL ARE:

Chicago Title Insurance Company
Commonwealth Land Title Insurance Company
Conestoga Title Insurance Company
Fidelity National Title Insurance Company
First American 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
Stewart Title Guaranty Company
The Security Title Guarantee Corporation of Baltimore
WFG National Title Insurance Company
Westcor Land Title Insurance Company

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7. SUPPLEMENTAL CHARGES

7.1 Closing Protection Letter

8. SUPPLEMENTAL FORMS

CLOSING PROTECTION LETTER - DTIRB CPL (03/01/2011)

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 of or subscriber to DTIRB. 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 may prepare Commitments and/or title insurance policies on its behalf and who is licensed by the Insurance Department of the State of Delaware (“Department”).
- 1.4 “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.
- 1.5 “Rate(s)” for title insurance, as used herein, are for title insurance premiums related to coverage in policies and endorsements, and do not include charges for searches, abstracts, attorney’s’ fees, escrow or closing services or other services charged by attorneys, abstractors, etc. All premiums are filed and approved by the Department.

2. GENERAL RULES

- 2.1 All Rates for title insurance coverage provided by the approved policies and endorsements must be made as set forth in this Manual. The Rates herein quoted are for title insurance premium only and do not include charges for searches, abstracts, Commitments, attorney's fees, or settlement/closing fees. Nothing contained herein shall preclude either Insurer or Agent from imposing charges ancillary to the issuance of a title insurance policy.
- 2.2 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 Nothing herein shall prohibit Insurer from charging additional Rates for affirmative risk coverage(s) not contained in this Manual. Agents are responsible for the filing of information about such Rates with the Insurer within 90 days after the policy becomes effective. The Insurer will provide information to DTIRB concerning such Rates for reporting to the Department.
- 2.4 Insurer may withhold delivery of the policy of title insurance and have no liability until all applicable Rates, set forth in this Manual, have been paid in full and all conditions of the Insurer's Commitment satisfied.
- 2.5 All Rates 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.
- 2.6 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. Affirmative coverages will be given only by endorsement to the policy. Approved policies and endorsements are for use by members of and subscribers to DTIRB as set forth in Sections 4 and 5 of this Manual.
- 2.7 To compute any insurance premium on a fractional \$1,000.00 of insurance, consider any fraction of \$1,000.00 as a full \$1,000.00.

2.8 Sections 3.3 and 3.7 of this Manual provide that reduced rates are applicable when evidence of previous insurance is provided within a specified period of time. As evidence of previous insurance, an Insurer shall rely upon any of the following documents produced by or on behalf of the purchaser of the title insurance policy:

- (1) a copy of the prior policy;
- (2) a copy of the marked-up commitment; or
- (3) a settlement sheet showing payment of a title insurance premium.

2.9 A written notice must be provided to every purchaser of a title insurance policy prior to day of closing, which shall be signed by the purchaser of the title insurance policy, and shall include language substantially in the following form:

IF THIS CONVEYANCE OR REFINANCE OCCURS WITHIN FIVE YEARS OF PREVIOUS TITLE INSURANCE OF THE SAME PROPERTY, YOU WILL BE ENTITLED TO A REDUCED TITLE INSURANCE RATE IF THE INSURER IS PROVIDED AT OR PRIOR TO CLOSING WITH A COPY OF A:

- (A) PREVIOUS TITLE INSURANCE POLICY;
- (B) MARKED-UP TITLE INSURANCE COMMITMENT; OR
- (C) SETTLEMENT SHEET THAT EVIDENCES PAYMENT OF A TITLE INSURANCE PREMIUM.

2.10 Insurer may use a specific or proprietary name or trademark to identify its enhanced coverage residential policies (See Section 3.9 of the Manual for further information on these policies).

3. POLICIES AND RATES

3.1 OWNER’S TITLE INSURANCE

- A. An owner’s policy issued at the time of the purchase of the property shall be based on the full consideration, which shall include the aggregate unpaid principal sum of any mortgage(s) or other liens, claims, taxes and any other municipal charge not being paid, and any amount in excess of the full consideration the purchaser may request.
- 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 the lender insured under a loan policy acquires title to the land by foreclosure or by voluntary conveyance in extinguishment of the debt and requests owner’s title insurance, such lender may be issued an owner’s policy and the applicable Rate shall be based upon the fair market value of the property at the time the owner’s policy is issued.

3.2 ORIGINAL TITLE INSURANCE RATES FOR OWNER’S POLICIES

The Rate for Original Owner’s Policy coverage shall be:

Minimum Rate	\$130.00
	Per Thousand
Up to \$100,000 of liability written	\$4.60
Over \$100,000 and up to \$1,000,000 add	\$3.90
Over \$1,000,000 and up to \$5,000,000 add	\$3.25
Over \$5,000,000 and up to \$10,000,000 add	\$2.25
Over \$10,000,000 and up to \$15,000,000 add	\$1.95
Over \$15,000,000 add	\$1.65

3.3 REISSUE TITLE INSURANCE RATES FOR OWNER'S POLICIES

The Rate for Reissue Owner's Policy coverage shall apply up to the liability amount of the previously issued title insurance policy by any company for the same property within five (5) years prior to the application for the new policy, provided there is evidence of previous insurance as set forth in Section 2.8. The Rate for Original Owner's Policy coverage would apply to that portion of the liability which exceeds the liability amount of the previously issued policy.

The Rate for Reissue Owner's Policy coverage shall be:

Minimum Rate	\$130.00
	Per Thousand
Up to \$100,000 of liability written	\$2.75
Over \$100,000 and up to \$1,000,000 add	\$2.40
Over \$1,000,000 and up to \$5,000,000 add	\$1.95
Over \$5,000,000 and up to \$10,000,000 add	\$1.35
Over \$10,000,000 and up to \$15,000,000 add	\$1.20
Over \$15,000,000 add	\$0.95

Example:

The liability of the previously issued policy is \$100,000; the liability of the reissue policy is \$90,000. The Rate for the reissue policy is \$90,000 at \$2.75/\$1,000 or \$247.50.

The liability of the previously issued policy is \$100,000; the liability of the reissue policy is \$110,000. The Rate for the reissue policy is calculated as follows:

$$\begin{array}{rcl}
 \$100,000 \text{ at } \$2.75/\text{per } \$1,000 & = & \$275.00 \\
 + \ \$10,000 \text{ at } \$3.90/\text{per } \$1,000 & = & \underline{\$ \ 39.00} \\
 \text{TOTAL} & & \$314.00
 \end{array}$$

The liability of the previously issued policy is \$90,000; the liability of the reissue policy is \$150,000. The Rate for the reissue policy is calculated as follows:

$$\begin{array}{rcl}
 \$90,000 \text{ at } \$2.75/\text{per } \$1,000 & = & \$247.50 \\
 + \ \$10,000 \text{ at } \$4.60/\text{per } \$1,000 & = & \$ \ 46.00 \\
 + \ \$50,000 \text{ at } \$3.90/\text{per } \$1,000 & = & \underline{\$195.00} \\
 \text{TOTAL} & & \$488.50
 \end{array}$$

3.4 LEASEHOLD TITLE INSURANCE

When title insurance is issued for a leasehold estate by the issuance of an owner's policy and/or loan policy with ALTA Endorsement 13-06 and/or ALTA Endorsement 13.1-06 attached, the amount of insurance shall be equal to:

- (a) the aggregate of the total rentals payable under the lease; or
- (b) a reasonable statement of estimated rents on percentage leases as established to the satisfaction of the Insurer; or
- (c) the appraised value at the time of insuring the premises as established to the satisfaction of the Insurer; or
- (d) the land and total projected costs of such proposed improvements in the case of proposed construction; or
- (e) the purchase price of the estate when insuring an assignment of a leasehold estate, including all obligations assumed.

The Rate for the issuance of an owner's policy with the ALTA 13-06 Leasehold Owner's Endorsement attached and/or the issuance of a loan policy with the ALTA 13.1-06 Leasehold Loan Endorsement attached shall be the same Rate for the issuance of a policy insuring a fee simple estate under this Manual.

3.5 MORTGAGE TITLE 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 Rate 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.

3.6 ORIGINAL TITLE INSURANCE RATES FOR LOAN POLICIES

The Rate for Original Loan Policy coverage shall be:

Minimum Rate	\$130.00
	Per Thousand
Up to \$100,000 of liability written	\$3.25
Over \$100,000 and up to \$1,000,000 add	\$2.60
Over \$1,000,000 and up to \$5,000,000 add	\$2.25
Over \$5,000,000 and up to \$10,000,000 add	\$1.95
Over \$10,000,000 and up to \$15,000,000 add	\$1.65
Over \$15,000,000 add	\$1.30

3.7 REISSUE TITLE INSURANCE RATES FOR LOAN POLICIES

The Rate for Reissue Loan Policy coverage shall apply up to the liability amount of the previously issued title insurance policy by any company for the same property within five (5) years prior to the application for the new loan policy, provided there is evidence of previous insurance as set forth in Section 2.8. The Rate for Original Loan Policy coverage would apply to that portion of the liability which exceeds the liability amount of the previously issued policy.

The Rate for Reissue Loan Policy coverage shall be:

Minimum Rate	\$130.00
	Per Thousand
Up to \$100,000 of liability written	\$1.95
Over \$100,000 and up to \$1, 000,000 add	\$1.55
Over \$1,000,000 and up to \$5,000,000 add	\$1.35
Over \$5,000,000 and up to \$10,000,000 add	\$1.20
Over \$10,000,000 and up to \$15,000,000 add	\$0.95
Over \$15,000,000 add	\$0.75

Example:

The liability of the previously issued policy is \$100,000; the liability of the reissue policy is \$90,000. The Rate for the reissue policy is \$90,000 at \$1.95/\$1,000 or \$175.50.

The liability of the previously issued policy is \$100,000; the liability of the reissue policy is \$110,000. The Rate for the reissue policy is calculated as follows:

\$100,000 at 1.95/per \$1,000	= \$195.00
+ \$10,000 at \$2.60/per \$1,000	= \$ 26.00
TOTAL	\$ 221.00

The liability of the previously issued policy is \$90,000; the liability of the reissue policy is \$150,000. The Rate for the reissue policy is calculated as follows:

\$90,000 at \$1.95/per \$1,000	= \$175.50
+ \$10,000 at \$3.25/per \$1,000	= \$ 32.50
+ \$50,000 at \$2.60/per \$1,000	= \$130.00
TOTAL	\$338.00

3.8 ALTA SHORT FORM RESIDENTIAL LOAN POLICY

This policy insures the lender making a mortgage loan on a one-to-four 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, and therefore rated in the same manner as loan policies issued under Sections 3.6 and 3.7 of this Manual. 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 charging the appropriate endorsement Rate(s) in accordance with this Manual.

3.9 ENHANCED COVERAGE RESIDENTIAL POLICIES

- A. 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 and is often referred to as the "Enhanced Coverage Homeowner's Policy". The Homeowner's Policy may only be issued to a homeowner who will reside on a premises improved by a one-to-four family residence. The Rate for the Homeowner's Policy is the applicable Rate for the stated amount of insurance in Schedule A, together with an additional 20% Rate, which is to be calculated by applying that percentage to the applicable Rate.

- B. The ALTA Expanded Coverage Residential Loan Policy (For a One-to-Four Family Residence) (hereinafter the “Expanded Coverage Loan Policy”) is the companion loan policy to the Homeowner’s Policy. The Expanded Coverage Loan Policy incorporates the following endorsement coverages within its body by reference without the need to issue endorsements: ALTA Form 4.1-06, ALTA Form 5.1-06, ALTA Form 6-06, ALTA Form 6.2-06, ALTA Form 8.1-06, and ALTA Form 9-06. The Rate for the Expanded Coverage Loan Policy is the applicable Rate for the stated amount of insurance in Schedule A, together with an additional 20% Rate, which is to be calculated by applying that percentage to the applicable Rate. When this policy form is used, there can be no separate Rate for the endorsements described above.

3.10 ASSIGNMENT OF MORTGAGE

- A. When the mortgage being assigned was not previously insured, the Rate for a policy shall be based on the amount of the unpaid principal balance. There is no additional Rate 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 neither requires a change in the effective date of the policy nor requires that the assignment be included as an insured instrument, the Rate shall be \$25.00.
- C. When an Assignment is made of a mortgage which was previously insured by a title policy of the same Insurer, either a new policy or an endorsement to the existing policy shall be issued providing coverage through the recording date of the Assignment at the following Rate:

Minimum Rate	\$130.00
	Per Thousand
Up to \$100,000 of liability	\$1.30
Over \$100,000 and up to \$1, 000,000 add	\$0.65
Over \$1,000,000 and up to \$5,000,000 add	\$0.55
Over \$5,000,000 and up to \$10,000,000 add	\$0.30
Over \$10,000,000 and up to \$15,000,000 add	\$0.20
Over \$15,000,000 add	\$0.10

3.11 EXTENSION OR MODIFICATION OF AN INSURED MORTGAGE

When a mortgage which was previously insured by the same Insurer is to be amended by an extension or modification agreement, either an endorsement to the existing policy or a new policy may be issued which covers the recording date of the extension or modification agreement.

- A. The Rate for a new policy or endorsement to an existing policy issued in conjunction with an extension or modification agreement shall be calculated on the unpaid principal loan balance existing immediately prior to the extension or modification agreement in accordance with the following applicable Rate:

Minimum Rate	\$130.00
AGE OF EXISTING POLICY	RATE
Up to 5 years from original date of policy	50% of the Rate for Reissue Loan Policy Coverage

For any increase in the unpaid principal balance of the loan in connection with the extension or modification agreement, the Rate for any amount of liability in excess of the unpaid principal balance of the loan being extended or modified shall be calculated at the Rate for Original Loan Policy coverage.

Example:

The unpaid principal balance of the loan being extended or modified is \$90,000. The liability being insured under the new policy or endorsement is \$125,000. The Rate for the new policy or endorsement would be calculated as follows:

The Rate for \$90,000 is 50% of the Rate for the Reissue Loan Policy or \$90,000 at 50% of \$1.95/per \$1,000 or \$87.75. The Rate for the excess over \$90,000 is the sum of \$10,000 at \$3.25/per \$1,000 plus \$25,000 at \$2.60/per \$1,000 or \$97.50. The Rate for the new policy or endorsement is \$185.25.

- B. If no owner's policy is being purchased and an extension or modification of an insured construction mortgage results in the addition of new property(ties) within the same subdivision (but not an increase in the original principal amount of the mortgage), the Rate for a new policy or endorsement to an existing policy issued in conjunction with such extension or modification agreement shall be calculated on the then current fair market value of the unimproved new property(ies) in accordance with the following applicable Rate:

Minimum Rate	\$130.00
Age of Existing Loan	Per Thousand
Up to 5 years from original date of policy	\$0.25

3.12 SIMULTANEOUS ISSUE

A. Owner's and Loan Policy

When an owner's and a loan policy are issued simultaneously and insuring the identical real property, the Rate for the loan policy will be \$25.00 for the amount of insurance not in excess of the liability amount on the owner's policy. The Rate applied for loan policy liability amounts in excess of the owner's policy shall be the Rate for Original Loan Policy coverage.

B. Owner's Policies – Fee Simple, Contract Purchaser and/or Leasehold Estates

When owner's policies insuring fee simple, contract purchaser and/or leasehold estates covering identical land are to be issued simultaneously, the Rate for the owner's policy insuring the contract purchaser or leasehold estate will be thirty percent (30%) of the applicable Rate for the owner's policy insuring the fee simple estate, plus a \$25.00 simultaneous issue Rate. For contract purchaser or leasehold amounts in excess of the owner's policy amount insuring the fee simple estate, the Rate applied shall be the Rate for Original Owner's Policy coverage.

C. Multiple Loan Policies

When separate loan policies are issued simultaneously insuring two or more mortgages on the same property, the applicable Rate shall be based on the aggregate liability of the loan policies, plus a \$25.00 simultaneous issue Rate for each policy after the first.

D. Enhanced Coverage Residential Policies

When the ALTA Homeowner's Policy and the Expanded Coverage Loan Policy are simultaneously issued on the same property, they shall be treated as a single policy and the Rate shall be based on the policy with the highest limits, together with an additional 20% Rate to be calculated by applying that percentage to the applicable Rate, and a \$25.00 simultaneous issue Rate.

E. Current ALTA Owner's Policy and ALTA Expanded Coverage Loan Policy

When the current ALTA Owner's Policy is issued simultaneously with the Expanded Coverage Loan Policy, the additional 20% Rate shall be based on the loan policy liability amount, and a \$25.00 simultaneous issue Rate.

F. ALTA Homeowner's Policy and Current ALTA Loan Policy

When the ALTA Homeowner's Policy is issued simultaneously with a current ALTA Loan Policy, the additional 20% Rate shall be based on the owner's policy liability amount, plus a \$25.00 simultaneous issue Rate.

3.13 ACQUISITION BY STATE OF DELAWARE OR ANY OF ITS POLITICAL SUBDIVISIONS

When the State of Delaware or any of its departments, agencies or political subdivisions undertakes any project involving the acquisition of real estate, the Rate to be applied for title insurance may be the subject of competitive bidding or a negotiated agreement without regard to the Rates established by this Manual. In no case shall such Rate exceed the Rates established by this Manual.

3.14 UNITED STATES GOVERNMENT ACQUISITIONS

When the United States Government undertakes any project involving the acquisition of real estate by one of its departments or agencies, including the Postal Service, the Rate to be applied for title insurance may be the subject of competitive bidding or a negotiated agreement without regard to the Rates established by this Manual. In no case shall such Rate exceed the Rates established by this Manual.

3.15 CHARITABLE OR EDUCATIONAL ACQUISITIONS OR FINANCING

When a charitable or educational entity, which is entitled to the benefits of Section 501(c) or (d) of the Internal Revenue Code of 1954, as amended, undertakes any project involving the acquisition of real estate, the Rate to be applied for title insurance may be the subject of competitive bidding or a negotiated agreement without regard to the Rates established by this Manual. In no case shall such Rate exceed the Rates established by this Manual.

4. ENDORSEMENTS AND RATES

The Rate for an endorsement set forth in this Manual shall be charged each time an endorsement is attached to a policy regardless of the number of policies issued in a particular transaction; provided, however, the Rate for endorsements priced as a percentage shall only be made once in transactions where multiple loan policies are issued in accordance with Manual Section 3.12 C.

- ACCESS AND ENTRY ENDORSEMENT (DIRECT)
(ALTA ENDORSEMENT 17-06) DTIRB-35 (10/01/2007)

Owner's and/or Loan Policy

This endorsement provides coverage with regard to vehicular and pedestrian access to the insured property. The Rate for this endorsement is \$50.00.

- ACCESS AND ENTRY ENDORSEMENT (INDIRECT)
(ALTA ENDORSEMENT 17.1-06) DTIRB-36 (10/01/2007)

Owner's and/or Loan Policy

This endorsement provides coverage for vehicular and pedestrian access indirectly to the insured property. The Rate for this endorsement is \$135.

- AGGREGATION/TIE-IN ENDORSEMENT (INTRASTATE ONLY)
(ALTA Endorsement 12-06) DTIRB-22 (10/01/2007)

Loan Policy Only

This endorsement may be issued when the contemplated indebtedness is secured by multiple mortgages which are insured by multiple policies. This endorsement allows the cumulative liabilities of the various policies to be tied together and be available to any one or more properties for any given loss. This endorsement may only be used to tie-in policies of Insurer covering Delaware property. The Rate for this endorsement shall be \$50.00.

- BALLOON (FNMA) ENDORSEMENT
DTIRB-01 (Rev'd 10/01/2007)

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 Rate for this endorsement is \$50.00.

- CONDOMINIUM ENDORSEMENT
(ALTA ENDORSEMENT 4.1-06) DTIRB-02 (10/01/2007)

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 Rate for this endorsement is \$50.00.

- CONTIGUITY ENDORSEMENT
(ALTA ENDORSEMENT 19-06 as modified by DTIRB) DTIRB-39 (10/01/2007)

Owner's and/or Loan Policy

This endorsement provides coverage with regard to contiguity of the insured premises. The Rate for this endorsement is \$50.00.

COVENANTS, CONDITIONS AND RESTRICTIONS ENDORSEMENT –
IMPROVED LAND (ALTA ENDORSEMENT 9.2-06) (as revised 04/02/12)
DTIRB-20 (10/01/2013)

Owner's Policy

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 Rate for the endorsement is 10% of the applicable original or reissue Rate, with a minimum Rate of \$75.00.

- COVENANTS, CONDITIONS AND RESTRICTIONS ENDORSEMENT –
LAND UNDER DEVELOPMENT (ALTA ENDORSEMENT 9.8-06)
DTIRB-52 (10/01/2013)

Owner's Policy

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 Rate for the endorsement is 20% of the applicable original or reissue Rate, with a minimum Rate of \$135.00.

- COVENANTS, CONDITIONS AND RESTRICTIONS ENDORSEMENT – UNIMPROVED LAND (ALTA ENDORSEMENT 9.1-06) (as revised 04/02/12) DTIRB-19 (10/01/2013)

Owner's Policy

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 Rate for the endorsement is 10% of the original or reissue Rate, with a minimum Rate of \$75.00.

- EASEMENT – DAMAGE OR ENFORCED REMOVAL ENDORSEMENT (ALTA ENDORSEMENT 28-06) DTIRB-47 (07/15/2011)

Loan Policy

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 Rate for this endorsement is 10% of the applicable original or reissue rate.

- EASEMENT – DAMAGE OR ENFORCED REMOVAL ENDORSEMENT (ALTA ENDORSEMENT 28-06) DTIRB-48 (07/15/2011)

Owner's Policy

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 Rate for this endorsement is 25% of the applicable original or reissue rate.

- ENCROACHMENTS ENDORSEMENT – BOUNDARIES AND EASEMENTS (ALTA ENDORSEMENT 28.1-06) DTIRB-53 (10/01/2013)

Loan Policy

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 and enforced removal of any improvement located on the Land that encroaches onto adjoining land. The Rate for this endorsement is 10% of the applicable original or reissue Rate.

- ENCROACHMENTS ENDORSEMENT – BOUNDARIES AND EASEMENTS
(ALTA ENDORSEMENT 28.1-06) DTIRB-54 (10/01/2013)

Owner's Policy

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 and enforced removal of any improvement located on the Land that encroaches onto adjoining land. The Rate for this endorsement is 25% of the applicable original or reissue Rate.

- ENERGY PROJECT ENDORSEMENT – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT
(ALTA ENDORSEMENT 36.4-06) DTIRB-55 (10/01/2013)

Owner's Policy

Patterned after DTIRB-52 (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 Rate for the endorsement is 25% of the applicable original or reissue Rate.

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.

- ENERGY PROJECT ENDORSEMENT – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT
(ALTA ENDORSEMENT 36.5-06) DTIRB-56 (10/01/2013)

Loan Policy

Patterned after DTIRB-64 (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 Rate for the endorsement is 15% of the applicable original or reissue Rate.

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.

- ENERGY PROJECT ENDORSEMENT – ENCROACHMENTS
(ALTA ENDORSEMENT 36.6-06) DTIRB-57 (10/01/2013)

Loan Policy

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 Rate for the endorsement is 15% of the applicable original or reissue Rate.

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.

- ENERGY PROJECT ENDORSEMENT – ENCROACHMENTS
(ALTA ENDORSEMENT 36.6-06) DTIRB-58 (10/01/2013)

Owner's Policy

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 Rate for the endorsement is 25% of the applicable original or reissue Rate.

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.

- ENERGY PROJECT ENDORSEMENT – LEASEHOLD
(ALTA ENDORSEMENT 36.2-06) DTIRB-59 (10/01/2013)

Owner's Policy

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 Rate for this endorsement is \$500.00.

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.

- ENERGY PROJECT ENDORSEMENT – LEASEHOLD
(ALTA ENDORSEMENT 36.3-06) DTIRB-60 (10/01/2013)

Loan Policy

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 Rate for this endorsement is \$500.00.

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.

- ENERGY PROJECT ENDORSEMENT – LEASEHOLD/EASEMENT (ALTA ENDORSEMENT 36-06) DTIRB-61 (10/01/2013)

Owner’s Policy

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 Rate for this endorsement is \$500.00.

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.

- ENERGY PROJECT ENDORSEMENT – LEASEHOLD/EASEMENT (ALTA ENDORSEMENT 36.1-06) DTIRB-62 (10/01/2013)

Loan Policy

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 Rate for this endorsement is \$500.00.

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.

- ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT
(ALTA ENDORSEMENT 8.1-06) DTIRB-05 (10/01/2007)

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 land records except with respect to environmental protection liens provided for by certain statutes identified in the endorsement. The Rate for this endorsement is \$50.00.

- ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT - NON-RESIDENTIAL
DTIRB-06 (Rev'd 10/01/2007)

Loan Policy Only

This endorsement is the same as the ALTA Endorsement 8.1, except it has been modified so it can be issued with policies insuring all types of property including commercial, industrial and unimproved land. The Rate for this endorsement shall be \$50.00 on each loan policy issued.

- ESTATE PLANNING ENDORSEMENT
DTIRB-51 (07/15/2011)

Previously Issued Owner's Policy(s) (1970, amended 1984, and 1992 only)

This endorsement expands the definition of "insured" in the 1992 ALTA Owner's Policy to include successors to an Insured as defined in and subject to conditions identified in the endorsement. The endorsement is intended for use where the 1992 version of the ALTA Owner's Policy (which has been withdrawn from use) was previously issued to the insured. The Rate for this endorsement is \$50.00.

- FIRST LOSS - MULTIPLE PARCEL TRANSACTIONS - ENDORSEMENT
(ALTA ENDORSEMENT 20-06) DTIRB-40 (10/01/2013)

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 Rate for this endorsement is 10% of the applicable original or reissue Rate with a minimum Rate of \$75.00.

- FUTURE ADVANCE - LETTER OF CREDIT - ENDORSEMENT
(ALTA ENDORSEMENT 14.2-06) DTIRB-30 (10/01/2007)

Loan Policy Only

This endorsement provides limited insurance for loan advances made pursuant to a letter of credit, surety agreement or reimbursement agreement. The Rate for this endorsement is \$50.00.

- FUTURE ADVANCE - PRIORITY - ENDORSEMENT
(ALTA ENDORSEMENT 14-06) DTIRB-29 (10/01/2007)

Loan Policy Only

This endorsement provides limited insurance that loan advances made subsequent to the date of policy will maintain the same priority as advances that were made as of the date of the policy. The Rate for this endorsement is \$50.00.

- FUTURE ADVANCE - REVERSE MORTGAGE ENDORSEMENT
(ALTA Endorsement 14.3-06) DTIRB-42 (10/01/2007)

Loan Policy Only

This endorsement provides coverage to a lender in conjunction with a reverse annuity mortgage. The Rate for the endorsement is \$50.00.

- GENERAL ENDORSEMENT
DTIRB-10 (Rev'd 10/01/2007)

Owner's and/or Loan Policy

This endorsement is to be used only for purposes of correcting and/or amending previously issued policies or for granting affirmative 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; Doing Business; Usury; Tie-In Interstate; Creditor's Rights; or Subdivision.

- INTEREST RATE SWAP – ADDITIONAL INTEREST ENDORSEMENT
(ALTA ENDORSEMENT 29.1-06) DTIRB-49 (07/15/2011)

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 Rate for this endorsement shall be 10% of the applicable original or reissue rate if issued at Date of Policy; and 20% of the applicable original or reissue rate if issued subsequent to Date of Policy.

- INTEREST RATE SWAP – DIRECT OBLIGATION ENDORSEMENT
(ALTA ENDORSEMENT 29-06) DTIRB-50 (07/15/2011)

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 Rate for this endorsement shall be 10% of the applicable original or reissue rate if issued at Date of Policy; and 20% of the applicable original or reissue rate if issued subsequent to Date of Policy.

- LAND SAME AS SURVEY ENDORSEMENT
DTIRB-43 (10/01/2007)

Loan Policy Only

This endorsement insures that the lands described in the policy are the same as those depicted on the survey referenced in the endorsement. The Rate for this endorsement is \$135.00.

- LEASEHOLD OWNER'S ENDORSEMENT
(ALTA ENDORSEMENT 13-06) (revised 04/02/12) DTIRB-13 (10/01/2013)

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 Rate for the issuance of the endorsement, together with the ALTA Owner's Policy, is set forth in Section 3.4 of this Manual.

- LEASEHOLD LOAN ENDORSEMENT
(ALTA ENDORSEMENT 13.1-06) (revised 04/02/12) DTIRB-14 (10/01/2013)

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 Rate for the issuance of the endorsement, together with the ALTA Loan Policy, is set forth in Section 3.4 of this Manual.

- LOCATION ENDORSEMENT
(ALTA ENDORSEMENT 22-06, as Modified by DTIRB) DTIRB- 44 (10/01/2007)

Loan Policy Only

This endorsement provides coverage to a lender with regard to the physical improvements of the insured premises. The Rate for this endorsement is \$135.00.

- MANUFACTURED HOUSING UNIT ENDORSEMENT
(ALTA ENDORSEMENT 7-06) DTIRB-15 (10/01/2007)

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 Rate for this endorsement is \$50.00.

- MEZZANINE FINANCING ENDORSEMENT
(ALTA ENDORSEMENT 16-06) DTIRB-34 (10/01/2007)

Owner's Policy Only

This endorsement provides certain coverages to a mezzanine lender under an owner's policy. The Rate for this endorsement is 20% of the applicable original or reissue rate, with a minimum Rate of \$135.

- MORTGAGE MODIFICATION ENDORSEMENT
(ALTA ENDORSEMENT 11-06 as modified by DTIRB) DTIRB-28 (10/01/2007)

Loan Policy Only

This endorsement insures against loss arising from the invalidity of the lien of the insured mortgage resulting from modification of the insured mortgage. The Rate for the endorsement is set forth in Section 3.11 of this Manual.

- MORTGAGE RELEASE ENDORSEMENT
DTIRB-46 (10/01/2007)

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 rate for this endorsement is \$135.00.

- NON-IMPUTATION - ADDITIONAL INSURED - ENDORSEMENT
(ALTA ENDORSEMENT 15.1-06) DTIRB-32 (12/1/2008)

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 Rate for this endorsement is 20% of the applicable original or reissue Rate, with a minimum Rate of \$135.00.

- NON-IMPUTATION - FULL EQUITY TRANSFER - ENDORSEMENT
(ALTA ENDORSEMENT 15-06) DTIRB-31 (12/1/2008)

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 Rate for this endorsement is 20% of the applicable original or reissue Rate, with a minimum Rate of \$135.00.

- NON-IMPUTATION - PARTIAL EQUITY TRANSFER - ENDORSEMENT
(ALTA ENDORSEMENT 15.2-06) DTIRB-33 (12/1/2008)

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 Rate for the endorsement is 20% of the applicable original or reissue Rate, with a minimum Rate of \$135.00.

- PLANNED UNIT DEVELOPMENT ENDORSEMENT
(ALTA ENDORSEMENT 5.1-06) DTIRB-17 (10/01/2007)

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 Rate for this endorsement is \$50.00.

- PRIVATE RIGHTS ENDORSEMENT (ALTA ENDORSEMENT 9.6-06)
DTIRB-63 (10/01/2013)

Loan Policy

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. The Rate for this endorsement is \$500.00.

- RESTRICTIONS, ENCROACHMENTS, MINERALS ENDORSEMENT
(ALTA ENDORSEMENT 9-06) (as revised 04/02/12) DTIRB-18 (10/01/2013)

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 Rate for this endorsement is \$50 when issued on a one-to-four family dwelling; when issued in connection with other property the Rate is 10% of the applicable original or reissue Rate with a minimum Rate of \$75.00.

- RESTRICTIONS, ENCROACHMENTS, MINERALS ENDORSEMENT
LAND UNDER DEVELOPMENT (ALTA ENDORSEMENT 9.7-06)
DTIRB-64 (10/01/2013)

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 Rate for this endorsement is 15% of the applicable original or reissue Rate, with a minimum Rate of \$75.00.

- SEVERABLE IMPROVEMENTS ENDORSEMENT (ALTA ENDORSEMENT 31-06) DTIRB-65 (10/01/2013)

Owner's 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 Rate for this endorsement is \$500.00.

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.

- SURVEY EXCEPTION ENDORSEMENT DTIRB-45 (10/01/2007)

Owner's 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 insured premises encroaching on adjacent property, or by any building on adjacent property encroaching on the insured premises. The Rate for this endorsement is 10% of the applicable original or reissue Rate, with a minimum Rate of \$135.00.

- TAX PARCEL ENDORSEMENT (MULTIPLE PARCELS) (ALTA ENDORSEMENT 18.1-06 as modified by DTIRB) DTIRB-38 (12/1/2008)

Owner's and/or Loan Policy

This endorsement provides coverage with regard to assessment as multiple tax parcels. The Rate for this endorsement is \$135.00.

- TAX PARCEL ENDORSEMENT (SINGLE PARCEL) (ALTA ENDORSEMENT 18-06) DTIRB-37 (10/01/2007)

Owner's and/or Loan Policy

This endorsement provides coverage with regard to assessment as a single tax parcel. The Rate for the endorsement is \$50.00.

- VARIABLE RATE INTEREST ENDORSEMENT
(ALTA ENDORSEMENT 6-06) DTIRB-23 (10/01/2007)

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 Rate for this endorsement is \$50.00.

- VARIABLE RATE - NEGATIVE AMORTIZATION ENDORSEMENT
(ALTA ENDORSEMENT 6.2-06) DTIRB-24 (10/01/2007)

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 Rate for this endorsement is \$50.00.

- WAIVER OF ARBITRATION ENDORSEMENT
DTIRB-25 (Rev'd 10/01/2007)

Loan Policy Only

This endorsement amends the ALTA Loan Policy by deleting Paragraph 13 of the Conditions and Stipulations Section of the policy, relating to arbitration. The Rate for this endorsement is \$50.00.

- ZONING ENDORSEMENT - UNIMPROVED LAND
(ALTA ENDORSEMENT 3-06) DTIRB-26 (10/01/2007)

Owner's or Loan Policy

This endorsement provides limited insurance concerning zoning matters applicable to the land which is unimproved at the date of the policy. The Rate for this endorsement shall be 25% of the applicable Rate with a minimum Rate of \$135.

- ZONING ENDORSEMENT - IMPROVED LAND
(ALTA ENDORSEMENT 3.1-06) DTIRB-27 (10/01/2007)

Owner's or Loan Policy

This endorsement provides limited insurance concerning zoning matters applicable to the land which is improved at the date of the policy. The Rate for this endorsement shall be 25% of the applicable Rate with a minimum Rate of \$135.

5. APPROVED POLICY FORMS

- ALTA Owner's Policy (06/17/2006)
- ALTA Loan Policy (06/17/2006)
- ALTA U.S. Policy (12/03/2012)
- ALTA Short Form Residential Loan Policy (06/16/2007) - as modified by DTIRB (12/1/2008)
- ALTA Homeowner's Policy of Title Insurance (For a One-to-Four Family Residence) (02/03/10)
- ALTA Expanded Coverage Residential Loan Policy (07/26/10) - as modified by DTIRB (07/15/2011)
- ALTA Short-Form Expanded Coverage Residential Loan Policy (07/26/2010) - as modified by DTIRB (07/15/2011)

6. APPROVED ENDORSEMENT FORMS

- Access and Entry Endorsement (Direct) - Owner's and/or Loan Policy (ALTA Endorsement 17-06) DTIRB-35 (10/01/2007)
- Access and Entry Endorsement (Indirect) - Owner's and/or Loan Policy (ALTA Endorsement 17.1-06) DTIRB-36 (10/01/2007)
- Aggregation/Tie-In Endorsement (Intrastate Only) – Loan Policy (ALTA Endorsement 12-06) DTIRB-22 (10/01/2007)
- Balloon (FNMA) Endorsement - Loan Policy DTIRB-01 (Rev'd 10/01/2007)
- Condominium Endorsement - Owner's and/or Loan Policy (ALTA Endorsement 4.1-06) DTIRB-02 (10/01/2007)
- Contiguity Endorsement - Owner's and/or Loan Policy (ALTA Endorsement 19-06) DTIRB-39 (10/01/2007)
- Covenants, Conditions and Restrictions Endorsement - Improved Land – Owner's Policy (ALTA Endorsement 9.2-06) (as revised 04/02/12) DTIRB-20 (10/01/2013)

- Covenants, Conditions and Restrictions Endorsement - Land Under Development – Owner’s Policy (ALTA Endorsement 9.8-06) DTIRB-52 (10/01/2013)
- Covenants, Conditions and Restrictions Endorsement – Unimproved Land – Owner’s Policy (ALTA Endorsement 9.1-06) (as revised 04/02/12) DTIRB-19 (10/01/2013)
- Easement – Damage or Enforced Removal Endorsement – Loan Policy (ALTA Endorsement 28-06) DTIRB-47 (07/15/2011)
- Easement – Damage or Enforced Removal Endorsement – Owner’s Policy (ALTA Endorsement 28-06) DTIRB-48 (07/15/2011)
- Encroachments Endorsement – Boundaries and Easements – Loan Policy (ALTA Endorsement 28.1-06) DTIRB-53 (10/01/2013)
- Encroachments Endorsement – Boundaries and Easements – Owner’s Policy (ALTA Endorsement 28.1-06) DTIRB-54 (10/01/2013)
- Energy Project Endorsement – Covenants, Conditions and Restrictions – Land Under Development – Owner’s Policy (ALTA Endorsement 36.4-06) DTIRB-55 (10/01/2013)
- Energy Project Endorsement – Covenants, Conditions and Restrictions – Land Under Development – Loan Policy (ALTA Endorsement 36.5-06) DTIRB-56 (10/01/2013)
- Energy Project Endorsement – Encroachments – Loan Policy (ALTA Endorsement 36.6-06) DTIRB-57 (10/01/2013)
- Energy Project Endorsement – Encroachments – Owner’s Policy (ALTA Endorsement 36.6-06) DTIRB-58 (10/01/2013)
- Energy Project Endorsement – Leasehold – Owner’s Policy (ALTA Endorsement 36.2-06) DTIRB-59 (10/01/2013)
- Energy Project Endorsement – Leasehold – Loan Policy (ALTA Endorsement 36.3-06) DTIRB-60 (10/01/2013)
- Energy Project Endorsement – Leasehold/Easement – Owner’s Policy (ALTA Endorsement 36-06) DTIRB-61 (10/01/2013)
- Energy Project Endorsement – Leasehold/Easement – Loan Policy (ALTA Endorsement 36.1-06) DTIRB-62 (10/01/2013)
- Environmental Protection Lien Endorsement – Loan Policy (ALTA Endorsement 8.1-06) DTIRB-05 (10/01/2007)
- Environmental Protection Lien Endorsement – Non Residential – Loan Policy DTIRB-06 (Rev’d 10/01/2007)
- Estate Planning Endorsement – Previously Issued Owner’s Policy(s) (1970, amended 1984, and 1992 only) DTIRB-51 (07/15/2011)

- First Loss - Multiple Parcel - Endorsement – Loan Policy
(ALTA Endorsement 20-06) DTIRB-40 (10/01/2013)
- Future Advance - Letter of Credit - Endorsement - Loan Policy
(ALTA Endorsement 14.2-06) DTIRB-30 (10/01/2007)
- Future Advance - Priority - Endorsement - Loan Policy
(ALTA Endorsement 14-06) DTIRB-29 (10/01/2007)
- Future Advance - Reverse Mortgage Endorsement - Loan Policy
(ALTA Endorsement 14.3-06) DTIRB-10 (Rev'd 10/01/2007)
- General Endorsement – Owner's and/or Loan Policy
DTIRB-10 (Rev'd 10/01/2007)
- Interest Rate Swap – Additional Interest Endorsement – Loan Policy
(ALTA Endorsement 29.1-06) DTIRB-49 (07/15/2011)
- Interest Rate Swap – Direct Obligation Endorsement – Loan Policy
(ALTA Endorsement 29-06) DTIRB-50 (07/15/2011)
- Leasehold Owner's Endorsement
(ALTA Endorsement 13-06) (as revised 4/02/12) DTIRB-13 (10/01/2013)
- Leasehold Loan Endorsement
(ALTA Endorsement 13.1-06) (as revised 4/02/12) DTIRB-14 (10/01/2013)
- Location Endorsement - Loan Policy
(ALTA Endorsement 22-06) (As Modified by DTIRB) DTIRB - 44 (10/01/2007)
- Manufactured Housing Unit Endorsement – Owner's and/or Loan Policy
(ALTA Endorsement 7-06) DTIRB-15 (10/01/2007)
- Mezzanine Financing Endorsement - Owner's Policy
(ALTA Endorsement 16-06) DTIRB-34 (10/01/2007)
- Mortgage Modification Endorsement - Loan Policy
(ALTA Endorsement 11-06 as modified by DTIRB) DTIRB-28 (10/01/2007)
- Mortgage Release Endorsement - Loan Policy
(DTIRB - 46 (10/01/2007)
- Non-Imputation - Additional Insured - Endorsement - Owner's Policy
(ALTA Endorsement 15.1-06) DTIRB-32 (12/1/2008)
- Non-Imputation - Full Equity Transfer - Endorsement - Owner's Policy
(ALTA Endorsement 15-06) DTIRB-31 (12/1/2008)

- Non-Imputation - Partial Equity Transfer - Endorsement - Owner's Policy
(ALTA Endorsement 15.2-06) DTIRB-33 (12/1/2008)
- Planned Unit Development Endorsement – Owner's and/or Loan Policy
(ALTA Endorsement 5.1-06) DTIRB-17 (10/01/2007)
- Private Rights Endorsement – Loan Policy
(ALTA Endorsement 9.6-06) DTIRB-63 (10/01/2013)
- Restrictions, Encroachments, Minerals Endorsement – Loan Policy
(ALTA Endorsement 9-06) (as revised 04/02/12) DTIRB-18 (10/01/2013)
- Restrictions, Encroachments, Minerals Endorsement – Land Under Development Loan
Policy (ALTA Endorsement 9.7-06) DTIRB-64 (10/01/2013)
- Severable Improvements Endorsement – Owner's or Loan Policy
(ALTA Endorsement 31-06) DTIRB-65 (10/01/2013)
- Tax Parcel Endorsement (Multiple Parcels) - Owner's and/or Loan Policy
(ALTA Endorsement 18.1-06 as modified by DTIRB) DTIRB-38 (12/1/2008)
- Tax Parcel Endorsement (Single Parcel) - Owner's and/or Loan Policy
(ALTA Endorsement 18-06) DTIRB-37 (10/1/2007)
- Variable Rate Interest Endorsement – Loan Policy
(ALTA Endorsement 6-06) DTIRB-23 (10/01/2007)
- Variable Rate – Negative Amortization Endorsement – Loan Policy
(ALTA Endorsement 6.2-06) DTIRB-24 (10/01/2007)
- Waiver of Arbitration Endorsement – Loan Policy
DTIRB-25 (Rev'd 10/01/2007)
- Zoning Endorsement – Unimproved Land – Owner's or Loan Policy
(ALTA Endorsement 3-06) DTIRB-26 (10/01/2007)
- Zoning Endorsement – Improved Land – Owner's or Loan Policy
(ALTA Endorsement 3.1-06) DTIRB-27 (10/01/2007)

7. SUPPLEMENTAL CHARGES

7.1 CLOSING PROTECTION LETTER - SINGLE TRANSACTION LIMITED LIABILITY

This letter, which is limited to a single transaction, when requested provides (i) a lender secured by a mortgage of an interest in land, its assignees or a warehouse lender, (ii) a purchaser of an interest in land, or (iii) a lessee of an interest in land with certain protection against fraud, misapplication of funds or failure to follow written closing instructions by the Agent or Approved Attorney, subject to the provisions contained herein. 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 - DTIRB CPL (03/01/2011))