

**NEW JERSEY LAND TITLE INSURANCE RATING BUREAU**

## **MANUAL OF RATES AND CHARGES**

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EFFECTIVE DATE

This Rate Manual contains the rates, fees and charges approved by the Commissioner of Banking and Insurance for all applications or orders for title insurance received on or after May 23, 2017.

THIS MANUAL IS THE MANUAL OF RATES AND CHARGES OF THE NEW JERSEY LAND TITLE INSURANCE RATING BUREAU, AN UNINCORPORATED ASSOCIATION, OPERATING PURSUANT TO N.J.S.A. 17:46B-46 AS A TITLE INSURANCE RATING ORGANIZATION ON BEHALF OF ITS MEMBERS AND SUBSCRIBERS. THE NEW JERSEY LAND TITLE INSURANCE RATING BUREAU IS DULY LICENSED BY THE COMMISSIONER OF BANKING AND INSURANCE AS A RATING ORGANIZATION. THE RATES AND CHARGES FOR TITLE INSURANCE CONTAINED HEREIN HAVE BEEN APPROVED BY THE COMMISSIONER OF BANKING AND INSURANCE IN ACCORDANCE WITH THE TITLE INSURANCE ACT OF 1974, N.J.S.A. 17:46B-1 ET SEQ., AS AMENDED. NO RATES OR CHARGES FOR TITLE INSURANCE MAY BE MADE BY ANY MEMBER OF THE RATING BUREAU OR ITS AGENTS EXCEPT THOSE CONTAINED OR AUTHORIZED IN THIS MANUAL OR CONTAINED IN DEVIATION FILINGS MADE BY INDIVIDUAL MEMBER COMPANIES AND APPROVED BY THE COMMISSIONER OF BANKING AND INSURANCE.

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## ARTICLE 1: DEFINITIONS

- 1.1 "Approved Attorney" means an attorney-at-law admitted to practice in the State of New Jersey who is not an employee of a title insurance company or Title Insurance Agent, who is approved by an Insurer and upon whose examination of title and report thereon the Insurer or Title Insurance Agent may issue a policy of title insurance.
- 1.2 "Charges for Title Insurance", as used herein, are all the rates and charges as approved by the Commissioner of Banking and Insurance pursuant to N.J.S.A. 17:46B-41, et seq.
- 1.3 "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.
- 1.4 "Examination Charge" is the charge made for the process of abstracting and 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 issuing a commitment to insure based on such title examination.
- 1.5 "Insured" is the party to whom coverage is extended by the terms of the policy.
- 1.6 "Insurer" is a title insurance company which is a member or subscriber of the New Jersey Land Title Insurance Rating Bureau, which is a rating organization or

bureau within the meaning of N.J.S.A. 17:46B-46.

- 1.7 "Preliminary Certificate and Report of Title", "Interim Title Insurance Binder", "Interim Binder", or "Binder" is an approved attorney's preliminary certification of title, which has been duly countersigned by the Insurer or Title Insurance Agent and represents a commitment to issue a title insurance policy. In no event shall such a binder be used as a substitute for a title insurance policy.
- 1.8 "Record", "Recording", "File" or "Filing", refers interchangeably to the deposit of documents with government offices which maintain public records relating to real or personal property transactions. "Recording Fee" or "Filing Fee" refers interchangeably to the sums of money lawfully charged by government officials for recording or filing, or services related thereto.
- 1.9 "Settlement Charge" is that charge imposed by an Insurer or a Title Insurance Agent for attending or conducting a real estate closing or settlement in connection with a real estate transaction in which a title insurance policy or policies are to be issued; *i.e.*, a real estate closing in which the Insurer or Title Insurance Agent may or may not make disbursements of funds on behalf of the participants, whether or not the settlement takes place by mail or through electronic means, and regardless of the place the settlement occurs, including closing- or settlement-related functions, whether performed before, during or after the occurrence of the closing or settlement itself, but excluding functions for which a charge is imposed under Section 7.1, and functions which would be performed even if no closing or settlement is attended or conducted by the Insurer or Title Insurance Agent. For the purposes of this *Manual*, the words "settlement" and "closing" are intended to be synonymous; references in this

*Manual* to “closing” shall be deemed to refer to “settlement”. “Settlement Charge” excludes “Escrow Service Charge”, as discussed in Section 6.5 of this *Manual*. Specifically, the term “settlement charge” means either “settlement with disbursements charge” or “settlement without disbursements charge”, as those terms are defined below, and in accordance with Article 6 of this *Manual*.

- (a) “Settlement with Disbursements Charge” is that charge imposed by an Insurer or a Title Insurance Agent for attending or conducting a real estate closing or settlement which involves making disbursements of funds on behalf of the participants, whether or not the closing takes place by mail or through electronic means, and regardless of the place the closing occurs, including closing- or settlement-related functions, whether performed before, during or after the occurrence of the closing or settlement itself, but excluding functions for which a charge is imposed under Section 7.1, and which functions would be performed even if no closing or settlement is attended or conducted by the Insurer or Title Insurance Agent.
- (b) “Settlement without Disbursements Charge” is that charge imposed by an Insurer or a Title Insurance Agent for attending or conducting a real estate closing or settlement which does not involve making disbursements of funds on behalf of the participants, whether or not the closing takes place by mail or through electronic means, and regardless of the place the closing occurs, including closing- or settlement-related functions, whether performed before, during or after the occurrence of the closing or settlement itself, but excluding functions for which a charge is imposed under Section 7.1, and which functions would be performed even if no closing or

settlement is attended or conducted by the Insurer or Title Insurance Agent.

- 1.10 "Title Insurance Agent" shall mean a person or entity as defined in N.J.S.A. 17:46B-1(i) who or which holds a valid license from the State of New Jersey and is a party to a written contract with an Insurer which authorizes the Title Insurance Agent to prepare and issue title insurance commitments, policies and endorsements on its behalf. Nothing contained in this Manual shall be construed to extend the authority or scope of agency of a Title Insurance Agent beyond that which is set forth in its contract with an Insurer.
- 1.11 "Transaction Management Platform Fees" are those fees charged on a per file/transaction basis to the Insurer or Title Insurance Agent by software vendors to process and post title, settlement and related documents on the internet in order to enable customers, lenders and/or their representatives to access and/or obtain delivery of title, settlement and related documents.
- 1.12 "Underwriting Rate" is that charge made by an Insurer or Title Insurance Agent for the liability undertaken under the policy and is based on the amount of insurance shown in the policy.

## ARTICLE 2: METHODS OF OPERATION

- 2.1 "Company or Title Insurance Agent Procedure": Under this procedure the Insurer or its Title Insurance Agent examines the title and issues its commitment for insurance. In some instances the Insurer or Title Insurance Agent may perform certain services relating to the closing or settlement. The charges under this procedure shall consist of the applicable fees, charges and rates as contained herein and approved by the Commissioner of Banking and Insurance.
- 2.2 "Approved Attorney Procedure": Under this procedure the approved attorney certifies the title to the Insurer or its Title Insurance 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 and 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 Title Insurance Agent on a preliminary report of title. The Insurer or its Title Insurance Agent in reliance upon such report may issue an interim binder and the approved attorney may conduct a settlement or closing based upon such report and interim binder. Subsequently, the insurance policy shall be issued by the Insurer or its Title Insurance 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 its Title Insurance Agent, and based upon such certificate the insurer or its agent may issue the title insurance policy. The charge for insurance under this procedure shall be the underwriting rate based



on the insurance liability assumed in the particular transaction and, when applicable, the other approved fees, rates and charges.

## ARTICLE 3: GENERAL RULES

### 3.1 OWNER'S INSURANCE - BASIS FOR CALCULATING UNDERWRITING RATES

#### 3.1.1 POLICY ISSUED AT THE TIME OF ACQUISITION OF PROPERTY

The underwriting rate for an owner's policy issued at the time of the acquisition of the property shall be based upon an amount not less than the full consideration, including the aggregate unpaid sum of any mortgage or other assumed liens. When property is acquired for nominal consideration, the underwriting rate shall be calculated using 3.1.2 below.

#### 3.1.2 POLICY ISSUED AT A TIME OTHER THAN AT ACQUISITION OF TITLE

When an owner's policy is issued at a time other than at acquisition of title, the underwriting rate shall be based upon at least the then present fair market value of the property as established to the satisfaction of the Insurer at the time the owner's policy is issued.

#### 3.1.3 CONVERSION OF ESTATE INSURED

(a) When the insured under a loan policy acquires title to the land by foreclosure or by voluntary conveyance in extinguishment of the debt and the insured requests owner's title insurance, such insured or the designee for the benefit of such insured may be issued an owner's policy, and the rate shall be the Standard underwriting rate which should be calculated pursuant to 3.1.1 and 3.1.2 above.

(b) When an insured lessee or optionee acquires the fee simple estate and an owners policy of title insurance is requested insuring the acquisition of the same, the rate shall be the Standard underwriting rate. When an insured

contract vendee acquires the fee simple estate and an owner's policy is requested insuring the acquisition of same, the rate shall be the Standard underwriting rate, subject to a credit equal to the amount of policy premium (exclusive of endorsements and other charges and fees) paid the insuring company for the policy insuring its interest as contract vendee. The credit shall only apply where the insured contract vendee requests an owner's policy insuring the fee simple estate in the same Land from the same Insurer.

#### 3.1.4 RATES CALCULATED TO WHOLE DOLLARS

All rates under this Manual shall be calculated to the nearest whole dollar amount.

#### 3.1.5 RIGHT TO IMPOSE SPECIAL CHARGES

(a) The underwriting rates for title insurance contained in the underwriting schedules in this Rate Manual apply to the usual or standard title insurance matter, one not involving special risks or unusual hazards. When an Insurer is requested to insure a title involving special risks or unusual hazards, such insurance may be issued upon payment of such additional charges as the Insurer believes are commensurate with the undertaking.

(b) The examination charges set forth in this Rate Manual contemplate the normal or ordinary examination of title, one not requiring extraordinary time and/or expertise. When an Insurer or its Title Insurance Agent is requested to conduct an examination which requires extraordinary time and/or expertise, the said Insurer reserves the right to impose additional examination charges commensurate with the work involved.

(c) The closing or settlement charges set forth in this manual contemplate the

normal or usual settlement, one not involving an unusually complex closing or settlement, or, in the case of a settlement with disbursements, an unusually large number of disbursement checks or wire transfers or documents to be recorded. When an Insurer or its Title Insurance Agent is asked to attend or conduct an unusually complex closing or settlement, the Insurer or Title Insurance Agent may impose an additional charge commensurate with the time and effort involved.

(d) In any of the above situations the applicant and the proposed insured shall be promptly notified of the estimated special charge and granted the opportunity to withdraw the title insurance application or order. Said notification shall indicate that the insured has a right to appeal the imposition of a special charge hereunder to the Commissioner of Banking and Insurance. If the imposition of such special charge is acceptable to an applicant, the applicant shall consent thereto in writing.

(e) The Insurer and its Title Insurance Agent shall keep and maintain records of each special charge imposed hereunder in order that such charges and the circumstances under which they are imposed may be periodically reported to the Department of Banking and Insurance. In addition, the Insurer and its Title Insurance Agent shall be prepared, at the request of the Commissioner of Banking and Insurance, to justify each special charge imposed.

#### 3.1.6. CANCELLATION FEE

When an application for title insurance is canceled prior to closing or when the proposed transaction is not consummated, the cancellation fee shall be the examination charge plus other charges which have been incurred.

### 3.2 LEASEHOLD INSURANCE - BASIS FOR CALCULATING UNDERWRITING RATE

When title insurance is issued for a leasehold estate, the underwriting rate shall be based upon the amount of insurance selected by the insured according to one of the following methods:

- (a) an amount equal to the aggregate of the total rentals payable under the lease; or
- (b) the aggregate amount of the total rentals for the six (6) years immediately following the settlement or closing of the lease transaction (on percentage leases, a statement of estimated rent may be used); or
- (c) the appraised fair market value of the land and improvements at the time of insuring the premises established by an appraiser acceptable to the Insurer (in the case of proposed construction the land and total projected cost of such improvements); or
- (d) when insuring an assignment of a leasehold estate, the full consideration for the estate, including all obligations assumed.

#### 3.2.1 SIMULTANEOUS ISSUANCE OF OWNER'S AND LEASEHOLD POLICIES

When owner's and leasehold policies covering the same property are issued simultaneously, the underwriting rate for the leasehold policy shall be 30% of the underwriting rate for the owner's policy up to the owner's policy liability amount. The underwriting rate for the amount of the leasehold policy exceeding the owner's policy shall be calculated at the Standard underwriting rate in the applicable bracket or brackets.

### 3.3 MORTGAGE INSURANCE - BASIS FOR CALCULATING UNDERWRITING RATE

### 3.3.1 UPON CREATION OF MORTGAGE

When title insurance is to be issued to a mortgagee at the time the mortgage is created, the face amount of the mortgage shall determine the underwriting rate.

### 3.3.2 AFTER CREATION OF MORTGAGE

When title insurance is to be issued after the mortgage has been created and all advances have been made by the mortgagee, the underwriting rate shall be determined by the unpaid principal amount of the mortgage at the time the insurance is issued.

### 3.3.3 MORTGAGE COVERING REALTY AND PERSONALTY

When a mortgage covers other property (real or personal), the underwriting rate for mortgage insurance shall be based only upon that portion of the mortgage loan attributable to the insured property, including fixtures.

### 3.3.4 JUNIOR (INCLUDING SECONDARY AND WRAPAROUND) MORTGAGES

(a) When a title insurance policy is issued to a junior mortgagee at the time the junior mortgage is created, the face amount of the junior mortgage shall determine the underwriting rate.

(b) When separate title insurance policies are issued simultaneously insuring more than one mortgage on the same property, they shall be treated for insurance purposes as a single transaction, and the underwriting rate shall be based upon the aggregate of the face amounts of the mortgages.

(c) When a wraparound mortgage is being insured, the underwriting rate shall be the rate applicable to refinance, recast or substitution loans as to the amount of the then existing indebtedness being wrapped around. As to the additional money secured, the underwriting rate schedule in the applicable bracket or

brackets shall apply.

### 3.4 SIMULTANEOUSLY ISSUED POLICIES - BASIS FOR CALCULATING CHARGE

When a loan title insurance policy or policies are issued to a mortgagee or mortgagees simultaneously with the policy insuring the title of the owner of the fee or leasehold, in the same estate, the underwriting rate shall be the rate applicable to the largest liability or aggregate liabilities and the charge for each simultaneously issued policy (after the policy for which the applicable underwriting rate is paid) shall be \$25.00. In cases where the Insurer is requested to issue an Enhanced Coverage policy and a simultaneous Standard coverage policy, the Enhanced Coverage policy shall be charged as specified in Section 4.8 of this Manual and the Standard, refinance or modification rate shall be charged for the Standard coverage policy for any policy liability in excess of the face amount of the Enhanced Coverage policy, if any. In cases where a mortgage is being refinanced or modified, and the Insurer is requested to issue a simultaneous owner's policy in the same or a lesser amount, the Standard rate shall be applied up to the face amount of the owner's policy, which shall be at least the present fair market value of the property. The refinance or modification rate shall be applied to any sum in excess thereof, up to the face amount of the loan policy in the applicable bracket or brackets.

#### 3.4.1 SIMULTANEOUSLY-ISSUED POLICIES B ENDORSEMENT CHARGES

Whenever two or more policies are to be issued simultaneously, as provided in Section 3.4 or in Section 3.3.4, and the Insurer is requested to issue the same endorsement for both or all policies, only a single charge shall be made for the issuance of such endorsement, except in those cases in which Sections 3.4 (with

respect to enhanced coverage policies), 4.8, 10.37 or 10.38 applies.

### 3.5 CO-INSURANCE - BASIS FOR CALCULATING UNDERWRITING CHARGE

#### 3.5.1 CO-INSURANCE - SEVERAL LIABILITY

In a transaction where the aggregate liability assumed is divided severally among two or more Insurers from the first dollar, the underwriting charge shall be based upon the aggregate liability assumed by all Insurers, with the same being distributed to each Insurer in direct proportion its respective share of the aggregate liability assumed.

#### 3.5.2 CO-INSURANCE - JOINT AND SEVERAL LIABILITY

In a transaction where all or part of the aggregate liability assumed is divided jointly and severally among two or more Insurers from the first dollar, the aggregate underwriting charge for the liability assumed up to the dollar limit of joint and several liability shall be 120% of the applicable underwriting charge, and the aggregate underwriting charge for co-insurance above the dollar limit of joint and several liability shall be based upon the aggregate liability assumed by all Insurers, and shall be distributed to each Insurer in direct proportion to its respective share of the aggregate liability assumed.



ARTICLE 4: SCHEDULE OF RATES

4.1 UNDERWRITING RATE SCHEDULES - MINIMUM CHARGE

The minimum underwriting charge in any transaction shall be \$200.00.

4.2 STANDARD UNDERWRITING RATE SCHEDULE

The Standard underwriting rate for either owner's insurance, leasehold insurance, or mortgage insurance, shall be calculated according to the following rate schedule:

Policy Liability	Rate per \$1,000 or Fraction Thereof
\$0-\$100,000 .....	\$5.25
\$100,001-\$500,000 .....	add \$4.25
\$500,001-\$2 million .....	add \$2.75
Over \$2 million .....	add \$ 2.00

4.3 REISSUE UNDERWRITING RATE SCHEDULE

[This Section deleted March 1, 2009. See Section 4.2 entitled STANDARD UNDERWRITING RATE SCHEDULE.]

4.4 UNDERWRITING RATE APPLICABLE TO LOT DEVELOPMENT, SUBDIVISION, OR CONDOMINIUM REGIMES

[This Section deleted March 1, 2009. See Section 4.2 entitled STANDARD UNDERWRITING RATE SCHEDULE.]

4.5 UNDERWRITING RATE APPLICABLE TO DEVELOPMENT OR CONSTRUCTION LOANS

The underwriting rate for a policy of title insurance insuring the priority of a temporary construction mortgage which is to be paid off within three (3) years of the recording of said mortgage shall be \$1.00 for each \$1,000.00 of

liability or fraction thereof, payable at the time that insurance liability is incurred. At the end of the said three-year period, said insurance coverage shall terminate. Prior to said termination, the insured may elect to obtain a permanent policy of title insurance. If a mortgagor requests owner's insurance or obtains substitute financing and title insurance is sought from the same Insurer, the Standard underwriting charge shall apply except that a credit of \$1.00 per \$1,000.00 of liability of the permanent policy shall be credited against the underwriting charge for that policy. Said credit, however, shall not exceed the amount paid for the three-year term policy. The underwriting rate afforded by this Section is limited to loan policies issued with a Special Construction Loan Policy Endorsement (NJR 5-10). Loan policies charged using this underwriting rate are excluded from Section 3.4.

4.6 UNDERWRITING RATES FOR REFINANCE, RECAST OR SUBSTITUTION LOANS, AND MORTGAGE OR LEASEHOLD MODIFICATION AGREEMENTS.

4.6.1 REFINANCE, RECAST OR SUBSTITUTION LOANS

When a refinance, recast or substitution loan is made to the same borrower on the same property, the following rates shall apply to so much of the new policy as represents the face amount of the mortgage or mortgages other than construction loans being refinanced:

Policy Liability	Rate per \$1,000 or Fraction Thereof
\$0-\$100,000.....	\$2.75
\$100,001-\$500,000.....	add \$2.50
\$500,001-\$2 million .....	add \$2.25

Over \$2 million..... add \$1.75

The rate to be applied to the liability assumed, if any, over and above that which is eligible for the refinance, recast or substitution loan rate set forth above, shall be calculated using the Standard underwriting rate in the applicable bracket or brackets.

#### 4.6.2 MORTGAGE OR LEASEHOLD MODIFICATION AGREEMENTS

When a mortgage or leasehold modification or extension agreement is executed, the underwriting charge for an endorsement to the existing policy or a new policy insuring the modification or extension agreement shall be based upon the following rates up to the amount of the mortgage or lease being modified, provided that the loan being modified or extended is not a construction loan, and the property is identical to or included within the property previously insured.

Policy Liability	Rate per \$1,000 or Fraction Thereof
\$0-\$100,000.....	\$1.75
\$100,001-\$500,000.....	add \$1.50
\$500,001-\$2 million .....	add \$1.25
Over \$2 million .....	add \$1.00

The rate to be applied to the liability assumed, if any, over and above that which is eligible for the mortgage or leasehold modification rate set forth above, shall be calculated using the Standard underwriting rate in the applicable bracket or brackets.

#### 4.7 MORTGAGE FORECLOSURE INSURANCE

When an applicant requests a search and insurance for use in connection with institution of a mortgage foreclosure, a Mortgage Foreclosure Insurance Policy shall be issued. Such a policy will provide for a minimum liability of \$10,000.00, and the underwriting charge shall be \$500.00, plus pass-through charges as provided in Section 5.3. The \$500.00 underwriting charge shall be due and payable at the time the application is made. If the applicant requests insurance coverage greater than \$10,000.00, the underwriting charge for such additional insurance shall be based upon the refinance rate. The charge will include one continuation through the filing of the Notice of Lis Pendens. If additional continuations are requested, the charge for each such continuation shall be \$45.00 plus pass through charges.

#### 4.8 ENHANCED COVERAGE POLICIES AND ENDORSEMENTS

Enhanced coverage owners and loan policies, for one-to-four family residential transactions only, are available upon request. A Bureau member may use a specific or proprietary name or trademark to identify its enhanced coverage policies. The underwriting charge for the issuance of such policies shall be 120% of the otherwise applicable underwriting charge in that transaction. Included in the enhanced coverage loan policy is coverage otherwise given by the following endorsements: ALTA 9.10-06 (NJR B 5-157); ALTA 8.1-06 (NJR B 5-94); ALTA 6-06, and 6.2-06 (NJR B 5-91 and 5-92); ALTA 4.1-06 (NJR B 5-89); and ALTA 5.1-06 (NJR B 5-90). No additional charge will be made with the enhanced

coverage loan policy for coverage normally given by these endorsements. Other charges and endorsements, such as the simultaneous fee and the owners survey endorsement, will be billed as specified in the Rate Manual.

#### 4.9 BALLOON LOAN MODIFICATION LIMITED POLICY

The Balloon Loan Modification Limited Policy may be issued to insure the continued validity and priority of a balloon loan modification agreement modifying a balloon loan mortgage on a one-to-four family residential property. The underwriting charge for this policy shall be \$200.00 together with, an Examination Charge of \$100.00 and such other pass through charges for other required searches pursuant to Section 5.3 herein.

#### 4.10 ENDORSEMENTS INCORPORATED BY REFERENCE

Whenever a policy form incorporates by reference, or permits incorporation by reference (through use of a check-off box or similar device), an endorsement for which a separate charge is provided under this *Manual*, the charge for those endorsements required by the applicant or the insured shall be made in addition to the underwriting charge for the issuance of the policy. This Section shall *not* apply to policies referred to in Section 4.8 of this *Manual* ("Enhanced Coverage Policies").

#### 4.11 ALTA RESIDENTIAL LIMITED COVERAGE MORTGAGE MODIFICATION POLICY

Whenever the ALTA Residential Limited Coverage Mortgage Modification Policy is issued, the underwriting charge for this policy shall be based upon the following rates:

Policy Liability	Underwriting Charge
\$0 - \$1,000,000.....	\$125
\$1,000,001 - \$1,500,000.....	\$250
\$1,500,001 - \$2,000,000.....	\$350

For each \$500,000 of Policy Liability or fraction thereof above \$2,000,000 up to \$20,000,000 add \$100 to the Underwriting Charge.

In addition to the Underwriting Charge, the Examination Charge and charges for searches may be imposed at the discretion of the Insurer or Title Insurance Agent, but the same shall not exceed the charges as set forth in Article 5.

## ARTICLE 5: EXAMINATION AND SEARCH CHARGES

### 5.1 EXAMINATION CHARGE

When an Insurer or Title Insurance Agent examines the title to real estate and issues a commitment to insure, the charge for such examination involving a single chain of title shall be \$100.00.

### 5.2 REISSUE EXAMINATION CHARGE

[This Section deleted March 1, 2009. See Section 5.1 entitled EXAMINATION CHARGE.]

### 5.3 PASS THROUGH CHARGES FOR SEARCHES

Costs for requested or required searches will be separately charged to the applicant, including, but not limited to, the following:

1. New Jersey Superior Court, U.S. District Court and U.S. Bankruptcy Court searches;
2. municipal tax and assessment searches;
3. municipal utility, water and sewer authority searches;
4. corporate status and franchise tax reports;
5. uniform commercial code searches;
6. county clerk's and register's office searches, including pre- and post-closing continuation searches;
7. surrogate's court searches;
8. abstracts or certificates of regulatory of judicial proceedings;
9. tidelands searches; and

10. photocopy charges associated with any of the searches set forth above.

5.4 ADDITIONAL CHAINS OF TITLE

For each additional chain of title the examination charge shall be \$100.00.

5.5 PROPERTY IN TWO OR MORE COUNTIES

Where the real estate in question lies in two or more counties, a separate examination charge shall be made for each county.



## ARTICLE 6: SETTLEMENT CHARGES

### 6.1 SETTLEMENTS WITH DISBURSEMENTS

Where the Insurer or the Title Insurance Agent conducts a settlement with disbursements, as the same is defined in Section 1.9(a), the charge shall be \$300.00 for a settlement which does not exceed 60 minutes in length, plus additional charges, set forth in Section 1.9(a) and any other applicable section of this *Manual*. Settlements conducted by mail or electronically shall be deemed to be conducted in the Insurer's or Title Insurance Agent's office. Nothing contained in Sections 6.1 *et seq.* shall be deemed to limit the applicability of Sections 3.1.5 or 7.6 or any other applicable provision of this *Manual*.

### 6.2 SETTLEMENTS WITH DISBURSEMENTS; ADDITIONAL CHARGES

#### 6.2.1 SETTLEMENTS OUTSIDE THE INSURER'S OR TITLE INSURANCE AGENT'S OFFICE

If the settlement with disbursements occurs outside the Insurer's or Title Insurance Agent's office, \$25.00 shall be added to the settlement charge (for a total charge of \$325.00). In addition, travel time in excess of one (1) hour shall be charged at the rate of \$25.00 per hour (or fraction thereof). Out-of-pocket expenses for tolls, parking, lodging, rail or air fares and other travel-related items (if applicable) shall also be charged. Mileage shall be charged at the rate established from time to time by the Internal Revenue Service pursuant to the Income Tax Regulations. The charge imposed under this sub-section shall be in addition to the charges imposed under

Sections 6.2.2 and 6.2.3, if applicable.

#### 6.2.2 SETTLEMENTS OUTSIDE REGULAR BUSINESS HOURS

If the settlement with disbursements is scheduled to commence outside regular business hours at the request of a party to the transaction or his or her attorney, \$50.00 shall be added to the minimum settlement charge (for a total charge of \$350.00). For the purpose of this sub-section, regular business hours shall be the hours of 9:00 A.M. to 5:00 P.M. Monday through Friday, exclusive of legal holidays. The charge imposed under this sub-section shall be in addition to the charges imposed under Sections 6.2.1 and 6.2.3, if applicable.

#### 6.2.3 SETTLEMENTS OF GREATER THAN NORMAL LENGTH

If the length of the settlement with disbursements, as defined in Section 1.9(a), exceeds 60 minutes, an additional charge of \$100.00 shall be added for each additional hour in excess of the initial 60-minute period. Charges shall be rounded to the nearest whole hour. The charge imposed under this sub-section shall be in addition to the charges imposed under Sections 6.2.1 and 6.2.2, if applicable. A preliminary estimate may be provided, based on the average or customary charge.

#### 6.3 SETTLEMENTS WITHOUT DISBURSEMENTS

When the Insurer or Title Insurance Agent attends or conducts a settlement without disbursements, as the same is defined in Section 1.9(b), the charge shall be \$150.00 for a settlement which does not exceed 60 minutes in length, plus additional charges, set forth in Section 1.9(a) and any other applicable section of this *Manual*. Settlements conducted by mail or

electronically shall be deemed to be conducted in the Insurer's or Title Insurance Agent's office. Nothing contained in Sections 6.3 *et seq.* shall be deemed to limit the applicability of Sections 3.1.5 or 7.6 or any other applicable provision of this *Manual*.

#### 6.4 SETTLEMENTS WITHOUT DISBURSEMENTS; ADDITIONAL CHARGES

##### 6.4.1 SETTLEMENT WITHOUT DISBURSEMENTS; ATTENDANCE OUTSIDE INSURER'S OR TITLE INSURANCE AGENT'S OFFICE

If the settlement without disbursements occurs outside the Insurer's or Title Insurance Agent's office, \$25.00 shall be added to the settlement without disbursements charge (for a total charge of \$175). In addition, travel time in excess of one (1) hour shall be charged at the rate of \$25.00 per hour (or fraction thereof). Out-of-pocket expenses for tolls, parking, lodging, rail or air fares and other travel-related items (if applicable) shall also be charged. Mileage shall be charged at the rate established from time to time by the Internal Revenue Service pursuant to the Income Tax Regulations. The charge imposed under this sub-section shall be in addition to the charges imposed under Sections 6.4.2 and 6.4.3, if applicable.

##### 6.4.2 SETTLEMENTS OUTSIDE REGULAR BUSINESS HOURS

If the settlement without disbursements is scheduled to commence outside regular business hours at the request of a party to the transaction or his or her attorney, \$50.00 shall be added to the settlement without disbursements charge (for a total charge of \$200.00). For the purpose of this sub-section, regular business hours shall be the hours of 9:00 A.M. to

5:00 P.M. Monday through Friday, exclusive of legal holidays. The charge imposed under this sub-section shall be in addition to the charges imposed under Sections 6.4.1 and 6.4.3, if applicable.

#### 6.4.3 SETTLEMENTS OF GREATER THAN NORMAL LENGTH

If the length of the settlement without disbursements, as defined in Section 1.9(a), exceeds 60 minutes, an additional charge of \$50.00 shall be added for each additional hour in excess of the initial 60-minute period. Charges shall be rounded to the nearest whole hour. The charge imposed under this sub-section shall be in addition to the charges imposed under Sections 6.4.1 and 6.4.2, if applicable. A preliminary estimate may be provided, based on the average or customary charge.

#### 6.4.4 SETTLEMENTS OF GREATER THAN NORMAL LENGTH; STATEMENT OF CHARGES

If the Insurer or Title Insurance Agent conducts a settlement of greater than normal length, whether the same occurs with or without disbursements, the Insurer or Title Insurance Agent shall provide the applicant, upon request, with a statement of the time expended by the Insurer or Title Insurance Agent in connection therewith, setting forth the total length of time expended on settlement-related functions.

#### 6.5 ESCROW SERVICE

All escrows and escrow services shall be the subject of a written agreement, and a reasonable charge for administering the account may be charged, provided disclosure is made to the parties involved. For the purposes of this Section, "escrows and escrow services" does not include

settlement services, for which separate charges are applicable pursuant to Sections 6.1 through 6.4.3, inclusive, of this *Manual*.

#### 6.6 CLOSING SERVICE LETTER

This letter, when requested, provides a lender (and a borrower or cash purchaser in a 1-4 family owner-occupied transaction), with certain protection against fraud, misapplication of funds or failure to follow written closing instructions by the issuing Title Insurance Agent or attorney, subject to the provisions contained therein. The special risk premium for the issuance of this letter shall be \$75.00, all of which shall be retained by the Insurer.

## ARTICLE 7: MISCELLANEOUS CHARGES

### 7.1 SERVICE CHARGES

The charges imposed under this Article shall be in addition to the charges imposed under Article 6 and any other applicable provision of this Manual.

a. When an Insurer or Title Insurance Agent undertakes to record instruments in a transaction (other than the activities for which a specific charge is provided in sub-sections b. and c. below), in addition to the applicable recording fees, the Insurer or Title Insurance Agent may charge an additional service charge of \$5.00 for each instrument to be recorded.

b. When an Insurer or Title Insurance Agent is performing closing or settlement services and arranges for the satisfaction or partial release of existing mortgages, the Insurer or Title Insurance Agent shall charge \$75.00 for each mortgage to be satisfied or partially released, in addition to the applicable recording fees.

c. When an Insurer or Title Insurance Agent is performing closing or settlement services and arranges for (i) a subordination of mortgage, other lien, or other interest; (ii) a warrant to satisfy judgment; or (iii) a release of property from a judgment, the Insurer or Title Insurance Agent shall charge \$35.00 for each such document, in addition to the applicable recording fees.

### 7.2 PHOTOCOPYING AND PRINTING CHARGES

#### 7.2.1 PHOTOCOPYING

Beyond providing a copy of the settlement statement, deed, mortgage, and mortgage note or bond without charge, the Insurer or Title Insurance

Agent may charge \$.50 per page for the first to tenth page, \$.25 per page for the eleventh to the twentieth page, and \$.10 per page for all pages over the twentieth page to the party requesting such photocopying.

#### 7.2.2 PRINTING AND COPYING ELECTRONICALLY TRANSMITTED DOCUMENTS

When closing or settlement documents are electronically transmitted (including facsimile transmission), the Insurer or Title Insurance Agent may charge \$25.00 for downloading or receiving and printing one set of such documents. In addition, the Insurer or Title Insurance Agent may also charge a flat fee of \$25.00 for printing or photocopying as many additional sets of documents as are required beyond the first set, for a total charge not to exceed \$50.00.

#### 7.3 PREPARATION OF PROPERTY DESCRIPTION

When an Insurer or Title Insurance Agent is asked to prepare a legal description of real estate from a survey, the charge for such preparation shall be \$50.00.

#### 7.4 DUPLICATE POLICIES

When an Insurer or Title Insurance Agent is requested to issue a duplicate policy, the charge for the issuance of such policy shall be \$25.00.

#### 7.5 OVERNIGHT OR SPECIAL DELIVERY SERVICES

When an Insurer or Title Insurance Agent is asked to use an overnight delivery service or other special delivery or messenger service the Insurer or Title Insurance Agent may charge the cost for such service to the party requesting it.

## 7.6 OTHER MISCELLANEOUS CHARGES

When an Insurer or Title Insurance Agent in connection with an insured transaction is requested to provide certain services or incurs fees or costs for items not specifically addressed by Articles 5, 6 or 7 of this Manual, including but not limited to Transaction Management Platform Fees, closing compliance-related fees or charges imposed on a per-transaction basis by lenders or their third-party vendors, wire transfer fees, fees for payoff statements, statutory notary fees, other photocopy charges, or sales, use, services, *ad valorem* or other taxes or fees imposed by governmental entities or agencies, etc., the Insurer or Title Insurance Agent may charge the cost for such services, taxes or fees.



ARTICLE 8: RESERVED FOR FUTURE USE

## ARTICLE 9: GOVERNMENT OR CHARITABLE TRANSACTION

### 9.1 ACQUISITIONS BY STATE OF NEW JERSEY OR ANY OF ITS POLITICAL SUBDIVISIONS

When the State of New Jersey or any of its departments, agencies or political subdivisions undertakes any project involving the acquisition of real estate, the charges 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 charges exceed the filed and approved Manual charges.

### 9.2 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 charges for 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 charges exceed the filed and approved Manual charges.

### 9.3 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 or financing of real estate, the charges 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 charges exceed the filed and approved Manual charges.

## ARTICLE 10: ENDORSEMENTS

### 10.1 ALTA 6.1 - VARIABLE RATE MORTGAGE ENDORSEMENT

This endorsement, when affixed to a loan policy, will insure against loss or damage by reason of invalidity or unenforceability or loss of priority of the insured mortgage and interest payable thereunder by reason of a change in the rate of interest provided for in said mortgage as authorized by applicable governmental regulations. The charge for the issuance of such an endorsement shall be \$25.00.

### 10.2 ALTA 6-06 - VARIABLE RATE MORTGAGE ENDORSEMENT

This endorsement, when affixed to a loan policy, will insure against loss or damage by reason of invalidity or unenforceability or loss of priority of the insured mortgage and interest payable thereunder by reason of a change in the rate of interest provided for in said mortgage. The charge for the issuance of such an endorsement shall be \$25.00.

### 10.3 ALTA 6.2-06 - VARIABLE RATE MORTGAGE ENDORSEMENT - NEGATIVE AMORTIZATION

This endorsement, when affixed to a loan policy, will insure against loss or damage by reason of invalidity or unenforceability or loss of priority of the insured mortgage and interest payable thereunder by reason of a change in the rate of interest provided for in said mortgage or provisions therein which provide for the addition of unpaid interest to the principal balance of the loan. The charge for the issuance of such an endorsement shall be \$25.00.

#### 10.4 REVOLVING LOAN ENDORSEMENT

Superceded by the Future Advance Endorsements (ALTA 14 series)  
Sections 10.46, 10.47 and 10.48 effective March 8, 2004.

#### 10.5 SURVEY ENDORSEMENT

When the Insurer or its Title Insurance Agent is requested to issue this endorsement to its commitment and/or policy eliminating the general survey exception therefrom and substituting therefor specific matters disclosed by reading a current survey or a survey and survey affidavit, the rate shall be \$25.00. In the case of simultaneously issued policies, only a single \$25.00 charge shall be made.

#### 10.6 ALTA 8.1-06 - ENVIRONMENTAL PROTECTION LIEN

This endorsement, when affixed to a loan policy covering land being used primarily for residential purposes, provides limited environmental coverage for the insured lender, i.e., that there is no environmental protection lien of record as of the policy date which enjoys priority over the insured mortgage. The charge for the issuance of this endorsement shall be \$25.00.

#### 10.7 ALTA 4.1-06 - CONDOMINIUM

This endorsement, when affixed to an owner's or loan policy covering a condominium unit, provides the policyholder with affirmative insurance against loss or damage arising, inter alia, from the failure of the condominium unit to form a part of a valid and subsisting condominium regime, pursuant to N.J.S.A. 46:8B-1 et seq. The charge for the issuance of the endorsement shall be \$25.00. In the case of simultaneously issued

policies, only a single \$25.00 charge shall be made.

10.8 ALTA 5.1-06 - PLANNED UNIT DEVELOPMENT -"P.U.D."

This endorsement, when affixed to an owner's or loan policy covering a unit in a Planned Unit Development, provides the policyholder with affirmative insurance against loss or damage arising from certain provisions commonly found in the declaration of covenants and restrictions normally filed in connection with P.U.D's. The charge for the issuance of the endorsement shall be \$25.00. In the case of simultaneously issued policies, only a single \$25.00 charge shall be made.

10.9 CONVERTIBLE ADJUSTABLE RATE MORTGAGE LOAN ENDORSEMENT

This endorsement, when affixed to a loan policy, insures against loss or damage by reason of the invalidity or unenforceability or loss of priority of the insured mortgage, by reason of:

- (a) a provision in the mortgage permitting changes in the rate of interest;
- or
- (b) a provision permitting the mortgage to be converted from a variable (or adjustable) rate mortgage to a fixed rate mortgage.

The charge for the issuance of the endorsement shall be \$25.00.

10.10 ALTA 9.3-06 - COVENANTS, CONDITIONS AND RESTRICTIONS - LOAN POLICY (NEW JERSEY VARIATION), ALTA 9.6.1-06 PRIVATE RIGHTS - CURRENT ASSESSMENTS - LOAN POLICY (NEW JERSEY VARIATION), ALTA 9.7-06 RESTRICTIONS, ENCROACHMENTS, MINERALS - LAND UNDER DEVELOPMENT - LOAN POLICY (NEW JERSEY VARIATION) and ALTA 9.10-06 RESTRICTIONS, ENCROACHMENTS, MINERALS - CURRENT VIOLATIONS - LOAN POLICY (NEW JERSEY VARIATION).

This endorsement, when affixed to a loan policy, insures against loss or

damage resulting from inaccuracies in the various items of affirmative insurance contained therein. The charge for the issuance of the endorsement for 1-4 family residential property shall be \$25.00. Otherwise, the charge for the issuance of this endorsement shall be 10% of the underwriting charge for the loan policy, with a minimum of \$100.00. When substantially equivalent coverage is given, whether by use of the ALTA Short Form Residential Loan Policy (New Jersey Variation) or otherwise, the same charge shall be made.

#### 10.11 FNMA BALLOON ENDORSEMENT

This endorsement, when affixed to a loan policy, will insure against loss or damage by reason of the invalidity, or unenforceability, or loss of priority of the lien of the insured mortgage by reason of the exercise of the Conditional Right to Refinance and the extension of the loan term as provided for in the mortgage, all in accordance with the terms of the endorsement. This endorsement may be used only on 1-4 family residential property. The charge for the issuance of the endorsement shall be \$25.00.

#### 10.12 SECONDARY MORTGAGE MARKET ENDORSEMENT

This endorsement, when affixed to a loan policy, provides various items of affirmative insurance which are commonly required by secondary mortgage market investors. The insurance afforded by this endorsement is only effective if the Land is a one to four family residence. The charge for issuance of the endorsement shall be \$25.00.

#### 10.13 REVERSE ANNUITY ENDORSEMENT

This endorsement, when affixed to a loan policy, insures against the invalidity or unenforceability or loss of priority of the lien of the insured mortgage as security for the payment of the advances made for principal, or amounts payable as contingent or non-contingent interest as set forth and defined in the mortgage, loan agreement or note. The charge for the issuance of this endorsement shall be \$25.00.

#### 10.14 ALTA FORM 1-06 - STREET ASSESSMENTS

When affixed to a loan policy, this endorsement provides affirmative coverage against any assessments for street improvements under construction or completed as of the date of policy and not excepted in Schedule B. There shall be no charge for the issuance of this endorsement.

#### 10.15 LENDER'S SURVEY ENDORSEMENT (WITHOUT SURVEY)

When an Insurer or its Title Insurance Agent is requested to issue this endorsement to its commitment for loan policy and/or loan policy eliminating the general survey exception therefrom by waiving the requirement for a survey the rate shall be \$25.00. In the case of simultaneously issued policies, only a single charge for multiple survey or "non-survey" survey endorsements shall be made.

#### 10.16 ALTA 10-06 - ASSIGNMENT OF MORTGAGE

When the Insurer is asked to insure the assignment of a mortgage it previously insured, the rate for the issuance of an endorsement insuring the validity of the assignment shall be \$50.00 plus an examination charge not to

exceed \$50.00 to cover the cost of the limited county search required, plus applicable pass through charges.

#### 10.17 ALTA 10.1-06 - ASSIGNMENT AND DATE DOWN

When an Insurer is asked to insure the assignment of a mortgage it previously insured with coverage for continued priority of that mortgage, the rate for the issuance of such an endorsement shall be \$75.00, plus the examination charge and applicable pass through charges.

#### 10.18 INTER VIVOS TRUST - POLICY MODIFICATION

Superseded by the Successors and Transferees Coverage Endorsement, Section 10.41, effective September 17, 2001.

#### 10.19 NON-IMPUTATION ENDORSEMENT

Superseded by the Non-Imputation Endorsements (ALTA 15 series) Sections 10.49, 10.50 and 10.51, effective March 8, 2004.

#### 10.20 ALTA 3-06 - ZONING

This endorsement, when affixed to a policy, provides assurances that the property is classified in a particular zone and that specified uses are permitted thereon. The charge for the issuance of this endorsement shall be 15% of the Standard underwriting charge provided in Manual Section 4.2 for the amount of insurance being written, with a minimum charge of \$150.00. In the event of simultaneously issued policies, a single charge will be made based upon the higher liability.

#### 10.21 ALTA 3.1-06 - ZONING - COMPLETED STRUCTURES

This endorsement, when affixed to a policy, provides assurances that the property is classified in a particular zone and that specified uses are



permitted thereon; and further provides protection against a final decree of a court of competent jurisdiction that the use or structures presently located on the land are prohibited, or requiring the removal or alteration of the structures because they violate the bulk requirements of the local zoning ordinance. The charge for the issuance of this endorsement shall be 20% of the Standard underwriting charge provided in Manual Section 4.2 for the amount of insurance being written, with a minimum charge of \$150.00. In the event of simultaneously issued policies, a single charge will be made based upon the higher liability.

10.22 ALTA 9.1-06 COVENANTS, CONDITIONS AND RESTRICTIONS - UNIMPROVED LAND – OWNER’S POLICY (NEW JERSEY VARIATION), ALTA 9.2-06 COVENANTS, CONDITIONS AND RESTRICTIONS - IMPROVED LAND – OWNER’S POLICY (NEW JERSEY VARIATION), ALTA 9.8-06 COVENANTS, CONDITIONS AND RESTRICTIONS - LAND UNDER DEVELOPMENT – OWNER’S POLICY (NEW JERSEY VARIATION) and ALTA 9.9-06 PRIVATE RIGHTS - OWNER’S POLICY (NEW JERSEY VARIATION)

The ALTA 9.1-06, 9.2-06, 9.8-06 and 9.9-06 endorsements, are available to be issued in connection with a owners’ policies and insure against loss or damage which may be sustained by the insureds, and provide certain affirmative coverage regarding covenants, conditions and restrictions. ALTA 9.1-06 is for unimproved lands. ALTA 9.2-06 is for improved land. ALTA 9.8-06 is for land under development. ALTA 9.9-06 is related to loss or damage sustained based upon enforcement of Private Rights. The rate for the issuance of each of these endorsements shall be 10% of the Standard underwriting charge with a minimum of \$100.00. These endorsements may not be issued unless survey coverage is also provided.

#### 10.23 CREDITORS' RIGHTS EXCLUSION - OWNERS POLICIES

[Endorsement withdrawn 2/18/2010]

#### 10.24 CREDITORS' RIGHTS EXCLUSION - LOAN POLICIES

[Endorsement withdrawn 2/18/2010]

#### 10.25 ASSIGNMENT OF MORTGAGE - UPDATED POLICY

This endorsement, when affixed to a loan policy, insures the validity of an assignment of the previously insured mortgage, and it updates the policy to the date of recording of the assignment. The charge for the issuance of this endorsement shall be \$150.00, plus the examination charge and applicable pass-through charges.

#### 10.26 INTER-SPOUSAL TRANSFERS

Superseded by the Successors and Transferees Coverage Endorsement, Section 10.41, effective September 17, 2001.

#### 10.27 FAIRWAY ENDORSEMENT - PARTNERSHIP

This endorsement, when affixed to a policy of title insurance, provides that coverage shall not be terminated, lapsed or forfeited by the admission or withdrawal of any individual or entity as a partner or any change in any partner's interest in the capital or profits of the insured partnership, provided that such events do not dissolve or discontinue the partnership under applicable state law. The charge for the issuance of this endorsement shall be \$50.00.

#### 10.28 FAIRWAY ENDORSEMENT - L.L.C.

This endorsement, when affixed to a policy of title insurance, provides that coverage shall not be terminated, lapsed or forfeited by the admission or withdrawal of any individual or entity as a member in the insured or a

change in any member's interest in capital or profits in the insured, provided that such events do not dissolve or discontinue the insured under applicable state law. The charge for the issuance of this endorsement shall be \$50.00.

10.29 ENHANCED COVERAGE ENDORSEMENTS [Endorsement Withdrawn 9/3/02]

10.30 BALLOON LOAN MODIFICATION LIMITED POLICY

See Section 4.9

10.31 ALTA 12-06 - AGGREGATION ENDORSEMENT

This endorsement, when affixed to a loan policy or policies insuring a mortgage which is secured by more than one property in New Jersey or in New Jersey and other jurisdictions, and policies are to be issued insuring the mortgage lien on all of the properties so encumbered, will tie the policies together and aggregate the insurance in all of the policies identified in the endorsement. The charge for the issuance of this endorsement is equal to 10% of the premium charged for the issuance of the policy or policies covering the site or sites in New Jersey.

10.32 APPLICATION OF MORTGAGE PAYMENTS ("LAST DOLLAR") ENDORSEMENT

This endorsement, when affixed to a loan policy of title insurance confirms that "last dollar" coverage is being afforded the insured by virtue of the policy. There shall be no underwriting charge for the issuance of this endorsement.

10.33 CONTINGENT LOSS ("FIRST LOSS") ENDORSEMENT [Withdrawn 1/1/05 and superseded by ALTA 20-06; See Section 10.60]

10.34 INTEREST RATE EXCHANGE - "SWAP" ENDORSEMENT [Withdrawn 6/15 /2011 and superceded by ALTA 29-06 and ALTA 29.1-06; See Sections 10.68 and 10.69]

10.35 SHARED APPRECIATION ENDORSEMENT [Withdrawn 6/15/2011 and superceded by ALTA 30-06 and ALTA 31-06; See Sections 10.70 and 10.71]

#### 10.36 SUBDIVISION ENDORSEMENT

This endorsement, when affixed to a policy, provides assurances that the estate or interest insured will not be set aside by reason of a failure to obtain final subdivision approval. The charge for the issuance of this endorsement shall be 5% of the applicable underwriting charge, with a minimum charge of \$100.00. In the event of simultaneously issued policies, a single charge will be made based upon the higher liability.

#### 10.37 ALTA 11-06 - MORTGAGE MODIFICATION

This endorsement, when affixed to a loan policy, insures the validity and enforceability of the lien of the insured mortgage as of the date of the recording of the mortgage modification agreement. The underwriting charge for this endorsement is calculated pursuant to the rate schedule in Section 4.6.2.

#### 10.38 SPECIAL CONSTRUCTION LOAN POLICY ENDORSEMENT

This endorsement, when affixed to a loan policy, converts that policy into a special construction loan policy. The underwriting charge for the special construction loan policy is contained in Section 4.5.

#### 10.39 ALTA 7-06 - MANUFACTURED HOUSING UNIT

This endorsement, when affixed to a policy of title insurance, provides that the definition of "land" in the policy includes the manufactured housing unit

located on the land at date of policy. The charge for the issuance of this endorsement shall be \$50.00.

#### 10.40 MODIFIABLE MORTGAGE OPTION ENDORSEMENT

This endorsement, when affixed to a loan policy, insures the continuing validity, priority and enforceability of the lien of the insured mortgage, as modified, resulting from the provisions contained in the Modifiable Mortgage Option Rider [or other name for the product in question] attached thereto (called the "Agreement"), which provides for changes in the rate of interest and the extension of the maturity date, and the validity, priority and enforceability of any Future Advances made pursuant to said Agreement. The charge for the issuance of this endorsement shall be \$50.00.

#### 10.41 SUCCESSORS & TRANSFEREES COVERAGE ENDORSEMENT

This endorsement, when affixed to an owner's policy, modifies the definition of insured to include, in specific limited circumstances, transferees under *inter vivos* or testamentary trusts, and transferees for no or nominal stated consideration. The charge for the issuance of this endorsement shall be 10% of the Standard underwriting charge if the endorsement is given at the time of the issuance of the underlying policy, and 20% of the currently-applicable Standard underwriting charge for the underlying policy if the endorsement is issued subsequent to the issuance of that policy.

#### 10.42 ARBITRATION ENDORSEMENT [Endorsement withdrawn April 15, 2010]

#### 10.43 ALTA 13-06 and 13.1-06 - LEASEHOLD OWNER'S AND LOAN ENDORSEMENTS

These endorsements, when affixed to an ALTA Owner's (NJRB 1-15) or ALTA Loan Policy (New Jersey Variation) (NJRB 2-16) respectively, convert that policy to a leasehold policy. When this Manual refers to a leasehold owner's or loan policy or policies, or to leasehold insurance, the reference includes a policy or policies to which these endorsements are affixed. The charge for the issuance of either of these endorsements shall be \$25.00.

#### 10.44 MEZZANINE FINANCING ENDORSEMENT

Superseded by Mezzanine Financing Endorsement (ALTA 16) Section 10.53, effective March 8, 2004.

#### 10.45 GOING CONCERN ENDORSEMENT

This endorsement, when affixed to a title insurance policy, provides assurances that, in the event of a loss covered under the policy, the determination of the value of the insured estate or interest in the land shall include consideration of the use or uses to which the land is being put at the time of the loss. The charge for this endorsement shall be 20% of the applicable underwriting charge.

#### 10.46 ALTA 14-06 - FUTURE ADVANCE - PRIORITY ENDORSEMENT

This endorsement, when affixed to an ALTA Loan Policy (New Jersey Variation) (NJRB 2-16), will insure the continued priority of a Mortgage securing both principal and interest of a loan which advances certain monies to the borrower after the date of policy. The underwriter has the

option of excluding coverage against loss or damage resulting from the loss of priority of an Advance to a mechanic's or materialmen's lien. The charge for issuance of such an endorsement shall be \$50.00.

10.47 ALTA 14.1-06 - FUTURE ADVANCE - KNOWLEDGE ENDORSEMENT

This endorsement, when affixed to an ALTA Loan Policy (New Jersey Variation) (NJR 2-16), will insure the continued priority of a Mortgage securing both principal and interest of a loan which advances certain monies to the borrower after the Date of Policy. The underwriter has the option of excluding coverage against loss or damage resulting from the loss of priority of an Advance to a mechanic's or materialmen's lien. This endorsement does not insure against loss or damage resulting from the loss of priority of any Advance made after the insured had knowledge of the existence of liens, encumbrances or other matters affecting the land intervening between the Date of Policy and the Advance, as to the intervening lien, encumbrance or other matter. The charge for the issuance of such an endorsement shall be \$50.00.

10.48 ALTA 14.2-06 - FUTURE ADVANCE - LETTER OF CREDIT ENDORSEMENT

This endorsement, when affixed to an ALTA Loan Policy (New Jersey Variation) (NJR 2-16), will insure the continued priority of a Mortgage securing both principal and interest of a loan which advances certain monies to the borrower after the Date of Policy. The underwriter has the option of excluding coverage against loss or damage resulting from the loss of priority of an Advance to a mechanic's or materialmen's lien, securing a

letter of credit, surety agreement or reimbursement agreement relating to the repayment of Advances made to the borrower after the Date of Policy that are secured by the insured mortgage. This endorsement does not insure against loss or damage resulting from the loss of priority of any Advance made after the insured had knowledge of the existence of liens, encumbrances or other matters affecting the land intervening between the Date of Policy and the Advance, as to the intervening lien, encumbrance or other matter. The charge for the issuance of such an endorsement shall be \$50.00.

10.49 ALTA 14.3-06 - FUTURE ADVANCE - REVERSE MORTGAGE

This endorsement, when affixed to a loan policy, insures against the invalidity or unenforceability or loss of priority of the lien of the insured mortgage as security for the payment of the advances made for principal as set forth and defined in the mortgage, loan agreement or note. The charge for the issuance of this endorsement shall be \$25.00.

10.50 ALTA 15-06 - NON-IMPUTATION - FULL EQUITY TRANSFER  
ENDORSEMENT

This endorsement, when affixed to a policy of title insurance in a commercial transaction, assures the named insured that the Company will not, in the event of a claim, deny liability to such insured based upon the action, inaction or knowledge of certain identified persons, whether or not imputed to the insured by operation of law, provided those that acquired the insured were purchasers for value without knowledge of the subject matter of the claim. The charge for this endorsement shall be 20% of the



applicable underwriting charge for the underlying insured transaction. In the event of simultaneously issued policies, a single charge will be made based upon the higher liability.

10.51 ALTA 15.1-06 - NON-IMPUTATION - ADDITIONAL INSURED ENDORSEMENT

This endorsement, when affixed to a policy of title insurance in a commercial transaction, in which an additional insured is added as an insured under the policy, assures that the Company will not, in the event of a claim, deny liability based upon the action, inaction or knowledge of certain identified persons, whether or not imputed to the additional insured by operation of law, to the extent of the percentage interest in the insured acquired by the additional insured as a purchaser for value without knowledge of the subject matter of the claim. The charge for this endorsement shall be 20% of the applicable underwriting charge for the underlying insured transaction. In the event of simultaneously issued policies, a single charge will be made based upon the higher liability.

10.52 ALTA 15.2-06 - NON-IMPUTATION - PARTIAL EQUITY TRANSFER ENDORSEMENT

This endorsement, when affixed to a policy of title insurance in a commercial transaction, wherein an incoming partner, member or shareholder is the named insured in its own policy, where the vestee of the insured estate is a partnership, limited liability company or corporation, assures the named insured that the Company will not, in the event of a claim, deny liability to such insured based upon the action, inaction or knowledge of certain identified persons, whether or not imputed to the

insured by operation of law, to the extent that the insured acquired the insured's interest in the entity as a purchaser for value without knowledge of the subject matter of the claim. If the policy to the incoming partner, member or shareholder is issued simultaneously with a policy issued to the vestee of the insured estate, the charge for this endorsement shall be 20% of the applicable underwriting charge for the underlying transaction. If the policy to the incoming partner, member or shareholder is issued subsequent to the issuance of a policy to the vestee of the insured estate, the charge for this endorsement shall be computed based upon the currently applicable underwriting charge for the value of the real property equivalent to the purchaser's percent of interest in the vestee of the insured estate.

#### 10.53 ALTA 16-06 - MEZZANINE FINANCING STATEMENT

This endorsement, when affixed to an ALTA owner's policy, provides loss payee coverage to a lender which has provided "mezzanine" financing to a real property owning entity, which financing is not secured by a real estate mortgage. The endorsement also waives certain defenses for the mezzanine lender otherwise applicable to the owner. The underwriting charge for the issuance of this endorsement shall be 30% of the Standard underwriting charge for the underlying owner's policy, whenever issued, with a minimum of \$500.00.

#### 10.54 ALTA 17-06 - ACCESS AND ENTRY ENDORSEMENT

This endorsement, when affixed to a title insurance policy, provides assurances that the land abuts and has both vehicular and pedestrian

access to a physically open and publicly maintained road, together with the right to use existing curb cuts to access same. The underwriting charge for the issuance of this endorsement shall be \$50.00. In the case of simultaneously issued policies containing this endorsement, only a single \$50.00 charge shall be made.

#### 10.55 ALTA 18-06 - SINGLE TAX PARCEL ENDORSEMENT

This endorsement, when affixed to a title insurance policy, provides assurances that the land in question is a separate tax parcel for real estate purposes and not taxed as part of a larger parcel of land. The underwriting charge for the issuance of this endorsement shall be \$50.00. In the case of simultaneously issued policies containing this endorsement, only a single \$50.00 charge shall be made.

#### 10.56 ALTA 18.1-06 - MULTIPLE TAX PARCEL – EASEMENTS ENDORSEMENT, ALTA 18.2-06 – MULTIPLE TAX PARCEL ENDORSEMENT

These endorsements, when affixed to a title insurance policy, provides assurances that the land in question is being assessed for real estate tax purposes under certain identified tax numbers. Endorsement ALTA 18.1-06 also provides assurance that any easements described in Schedule A will not be cut off or disturbed by the nonpayment of real estate taxes or assessments imposed on the servient estate. The underwriting charge for the issuance of either of these endorsements shall be \$50.00. In the case of simultaneously issued policies containing one of these endorsements, only a single \$50.00 charge shall be made.

10.57 ALTA 19-06 - CONTIGUITY - MULTIPLE PARCELS ENDORSEMENT

This endorsement, when affixed to a title insurance policy, provides assurances that certain identified insured parcels are contiguous to each other and have no gaps, strips or gores separating them. The underwriting charge for the issuance of this endorsement shall be \$50.00. In the case of simultaneously issued policies containing this endorsement, only a single \$50.00 charge shall be made.

10.58 ALTA 19.1-06 - CONTIGUITY - SINGLE PARCEL ENDORSEMENT

This endorsement, when affixed to a title insurance policy, provides assurances that the insured parcel is contiguous to some other parcel of land, and there exists no gaps, strips or gores separating them. The underwriting charge for the issuance of this endorsement shall be \$50.00. In the case of simultaneously issued policies containing this endorsement, only a single \$50.00 charge shall be made.

10.59 ALTA 17.1-06 - INDIRECT ACCESS AND ENTRY ENDORSEMENT

This endorsement, when affixed to a title insurance policy, provides assurances that (i) the easement identified provided both actual vehicular and pedestrian access to and from an identified street to and from the insured parcel (ii) the identified street is physically open and publically maintained, and (iii) the insured has a right to use existing curb cuts or entries along that portion of the identified street abutting the identified easement. The underwriting charge for the issuance of this endorsement shall be \$50.00. If the case of simultaneously issued policies containing this endorsement, only a single \$50.00 charge shall be made.

#### 10.60 ALTA 20-06 - FIRST LOSS - MULTIPLE PARCEL TRANSACTIONS

This endorsement, when affixed to a title insurance policy, provides that if the collateral includes at least two parcels of real property, subject to the provisions of Section 8 of the Conditions and Stipulations, in the event of a claim resulting from a matter insured against by the policy, the Insurer would pay that portion of the amount by which the claim diminishes the value of the collateral below the indebtedness, not exceeding the limits of liability imposed by Sections 2 and 7 of the Conditions and Stipulations without requiring (a) maturity of the indebtedness by acceleration or otherwise (b) pursuit by the insured of its remedies under any guaranty bond or other insurance policy. The underwriting charge for this endorsement shall be 10% of the applicable underwriting charge for the underlying policy, with a minimum of \$500.00.

#### 10.61 ALTA 21-06 – CREDITORS’ RIGHTS [Endorsement withdrawn 2/18/2010]

#### 10.62 ALTA 22-06 - LOCATION (New Jersey Variation)

This endorsement, when affixed to a loan policy, insures against loss or damage sustained by reason of the failure of an identified improvement to be located on the insured land at Date of Policy. The underwriting charge for this endorsement shall be \$25.00.

#### 10.63 ALTA 17.2-06 - UTILITY ACCESS (New Jersey Variation)

This endorsement, when affixed to a loan policy, insures against loss or damage by reason of the lack of a right of access to utilities, either over, under or upon rights-of-way or easements for the benefit of the Land insured, under certain enumerated circumstances. The underwriting

charge for the issuance of this endorsement shall be \$50.00.

10.64 ALTA 25-06 - SAME AS SURVEY (New Jersey Variation)

This endorsement, when affixed to a loan policy, insures against loss or damage by reason of the failure of the Land described in Schedule A to be the same as that identified on the survey described in the Survey Endorsement attached to the Policy. The underwriting charge for the issuance of this endorsement shall be \$25.00.

10.65 ALTA 25.1-06 - SAME AS PORTION OF SURVEY (New Jersey Variation)

This endorsement, when affixed to a loan policy, insures against loss or damage by reason of the failure of the Land described in Schedule A to be the same as that identified on an identified portion of the survey described in the Survey Endorsement attached to the Policy. The underwriting charge for the issuance of this endorsement shall be \$25.00.

10.66 ALTA 28-06 - EASEMENT - DAMAGE OR ENFORCED REMOVAL  
(New Jersey Variation)

This endorsement, when affixed to a loan policy, insures against loss or damage sustained by reason of damage to an existing building located on the Land, or enforced removal or alteration of an existing building located on the Land, as a result of the exercise of the right of use or maintenance of an easement set forth in an Exception in Schedule B for the purpose for which it was granted or reserved. The underwriting charge for the issuance of this endorsement shall be \$25.00.

10.67 WAIVER OF ARBITRATION ENDORSEMENT

This endorsement, deletes:

- (a) Condition 13 (if this endorsement is attached to an ALTA Loan Policy or ALTA Expanded Coverage Residential Loan Policy);
- (b) Condition 14 (if this endorsement is attached to an ALTA Owner's Policy); or
- (c) Condition 11 (if this endorsement is attached to an ALTA Homeowner's Policy).

and thereby waives the right of arbitration outlined therein. There is no charge for the issuance of this endorsement.

10.68 ALTA 29-06 INTEREST RATE SWAP ENDORSEMENT - DIRECT OBLIGATION

This endorsement, when affixed to a loan policy, insures against loss or damage sustained by the Insured 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 the issuance of this endorsement shall be 5% of the applicable underwriting charge, if the endorsement is given at the time of the issuance of the underlying policy, and 10% of the currently applicable Standard underwriting charge for the underlying policy if the endorsement is issued subsequent to the issuance of that policy, with a minimum charge of \$100.00.

10.69 ALTA 29.1-06 INTEREST RATE SWAP ENDORSEMENT - ADDITIONAL INTEREST

This endorsement, when affixed to a loan policy, insures against loss or damage sustained by the Insured by reason of the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for the repayment of the Additional Interest at Date of Endorsement. The charge for the issuance of this endorsement shall be 5%

of the applicable underwriting charge, if the endorsement is given at the time of the issuance of the underlying policy, and 10% of the currently applicable Standard underwriting charge for the underlying policy if the endorsement is issued subsequent to the issuance of that policy, with a minimum charge of \$100.00.

10.70 ALTA 30-06 ONE TO FOUR FAMILY SHARED APPRECIATION MORTGAGE ENDORSEMENT

This endorsement, when affixed to a loan policy for lands and premises which are a one to four family residence, insures against loss or damages sustained by the Insured by reason of (A) the invalidity or enforceability of the lien of the Insured Mortgage as security for the Indebtedness caused by the provisions for Shared Appreciation, or (B) the loss of priority of the lien of the Insured Mortgage as security for the Indebtedness caused by the provisions for Shared Appreciation. The charge for the issuance of this endorsement shall be 5% of the applicable underwriting charge, with a minimum charge of \$100.00.

10.71 ALTA 30.1-06 - COMMERCIAL PARTICIPATION INTEREST ENDORSEMENT (New Jersey Variation)

This endorsement, when affixed to a loan policy for lands and premises which are other than a one to four family residence, insures against loss or damages sustained by the Insured by reason of (A) the invalidity or enforceability of the lien of the Insured Mortgage resulting from the provisions in the Insured Mortgage or in the Loan Documents for Participation Interest, or (B) the lack of priority of the lien of the Insured Mortgage at Date of Policy as security for the Indebtedness caused by the



provisions for Participation Interest. The charge for the issuance of this endorsement shall be 10% of the applicable underwriting charge, with a minimum charges of \$100.00.

#### 10.72 ALTA 31-06 SEVERABLE IMPROVEMENTS

This endorsement, when affixed to a title insurance policy, provides that in the event of a loss covered by the policy that the calculation of the loss shall include the diminution in value of the Insured's interest in the "Severable Improvement" resulting from the Defect, reduced by the salvage value of the Severable Improvement, and the reasonable cost actually incurred by the Insured in connection with the removal or relocation of the Severable Improvement resulting from the Defect and the cost of transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the relocation. The charge for the issuance of this endorsement shall be 20% of the applicable underwriting charge for the underlying policy, with a minimum charge of \$500.00.

#### 10.73 ALTA 33-06 DISBURSEMENT

This endorsement, to be issued only in conjunction with loan policies insuring construction mortgages, provides a vehicle by which the Date of Disbursement Coverage under the said policy can be amended to the date of the current disbursement. The charge for the issuance of this endorsement shall be \$150.00, plus the examination charge and applicable pass-through charges.

#### 10.74 ALTA 29.2-06 INTEREST RATE SWAP ENDORSEMENT - DIRECT OBLIGATION - DEFINED AMOUNT

This endorsement, when affixed to a loan policy, insures against loss or damage sustained by the Insured 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, not to exceed the "Additional Amount of Insurance" as same is defined therein. The charge for the issuance of this endorsement shall be 5% of the applicable underwriting charge for the underlying policy, if the endorsement is given at the time of the issuance of the underlying policy, and 10% of the currently applicable Standard underwriting charge for the underlying policy if the endorsement is issued subsequent to the issuance of that policy, *provided* that there is no "Additional Amount of Insurance" requested. If an "Additional Amount of Insurance" is requested, then the same shall be added to the amount of the existing policy for the purpose of calculating the charge for issuance of the endorsement. The minimum charge for issuance of the endorsement shall be \$100.00.

10.75 ALTA 29.3-06 INTEREST RATE SWAP ENDORSEMENT - ADDITIONAL INTEREST - DEFINED AMOUNT

This endorsement, when affixed to a loan policy, insures against loss or damage sustained by the Insured 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, not to exceed the "Additional Amount of Insurance" as same is defined therein. The charge for the issuance of this endorsement shall be 5% of the applicable underwriting charge for the underlying policy, if the

endorsement is given at the time of the issuance of the underlying policy, and 10% of the currently applicable Standard underwriting charge for the underlying policy if the endorsement is issued subsequent to the issuance of that policy, *provided* that there is no “Additional Amount of Insurance” requested. If an “Additional Amount of Insurance” is requested, then the same shall be added to the amount of the existing policy for the purpose of calculating the charge for issuance of the endorsement. The minimum charge for issuance of the endorsement shall be \$100.00.

#### 10.76 ALTA 3.2-06 ZONING - LAND UNDER DEVELOPMENT

This endorsement, when affixed to a policy, provides assurances that the Land is classified in a particular zone and that certain uses specified therein are permitted thereon. The endorsement is designed to be applied to land under development. The charge for the issuance of this endorsement shall be 20% of the Standard underwriting charge provided in Manual Section 4.2 for the amount of insurance being written, with a minimum charge of \$150.00. In the event of simultaneously issued policies, a single charge will be made based upon the higher liability.

#### 10.77 ALTA 28.1-06 ENCROACHMENTS - BOUNDARIES AND EASEMENTS (NEW JERSEY VARIATION)

This endorsement, when affixed to a loan policy, insures against loss or damage sustained by reason of (A) an encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment; (B) an encroachment of any Improvement

located on adjoining land onto the Land at Date of Policy unless an exception in Schedule B of the policy identifies the encroachment; (C) enforced removal of any Improvement arising out of certain circumstances which are specifically delineated in the endorsement. The underwriting charge for the issuance of this endorsement shall be \$25.00.

#### 10.78 ALTA 34-06 IDENTIFIED RISK COVERAGE

This endorsement insures against loss or damage sustained by the Insured by reason of: (A) a final order or a final order or decree enforcing the Identified Risk in favor of an adverse party; or (B) the release of a 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, but only if there is a contractual condition requiring the delivery of marketable title, and neither the Company nor any other title insurance company is willing to insure over the Identified Risk with the same conditions as in this endorsement. The charge for the issuance of this endorsement shall be \$25.00 unless the risk involves special risk or unusual hazard, in which case the charge will be commensurate with the undertaking, as outlined in Section 3.1.5.

#### 10.79 ALTA 35-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES - BUILDINGS

Subject to certain exclusions, exceptions and conditions delineated therein, this endorsement insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any building on the Land at Date of Policy resulting from the future exercise of any right existing at

Date of Policy to use the surface of the Land for the extraction or development of minerals or any subsurface substances excepted from the description of the Land or excepted in Schedule B. The charge for the issuance of the endorsement when affixed to a loan policy for 1-4 family residential property shall be \$25.00. Otherwise, the charge for the issuance of this endorsement shall be 10% of the underwriting charge with a minimum of \$100.00.

10.80 ALTA 35.1-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES - IMPROVEMENTS

Subject to certain exclusions, exceptions and conditions delineated therein, this endorsement insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any subsurface substances excepted from the description of the Land or excepted in Schedule B. For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees. The charge for the issuance of the endorsement when affixed to a loan policy for 1-4 family residential property shall be \$25.00. Otherwise, the charge for the issuance of this endorsement shall be 10% of the underwriting charge with a minimum of \$100.00.

10.81 ALTA 35.2-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES - DESCRIBED IMPROVEMENTS

Subject to certain exclusions, exceptions and conditions outlined therein, this endorsement insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any subsurface substances excepted from the description of the Land or excepted in Schedule B. For purposes of this endorsement only, "Improvement" means each improvement on the Land at Date of Policy itemized on the exhibit attached to this endorsement. The charge for the issuance of the endorsement when affixed to a loan policy for 1-4 family residential property shall be \$25.00. Otherwise, the charge for the issuance of this endorsement shall be 10% of the underwriting charge with a minimum of \$100.00.

10.82 ALTA 35.3-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES - LAND UNDER DEVELOPMENT

Subject to certain exclusions, exceptions and conditions outlined therein, this endorsement insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Improvement or a Future Improvement, as defined therein, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any subsurface substances excepted from the description of the Land or excepted in Schedule B. The charge for the issuance of the endorsement when affixed to a loan policy for

1-4 family residential property is \$25.00. Otherwise, the charge for the issuance of this endorsement is 10% of the underwriting charge with a minimum of \$100.00.

**10.83 ALTA 36-06 ENERGY PROJECT - LEASEHOLD/EASEMENT – OWNER’S**

Subject to certain exceptions, exclusions and conditions outlined therein, this endorsement, when affixed to an owner’s policy, insures against certain identified loss arising from the lawful deprivation, in whole or in part, of the right of possession or use insured by the policy, contrary to the terms of a Lease, or Easement, or the lawful prevention of the use of the Land or any Electrical Facility or Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable, in either case as a result of a matter covered by the policy. The charge for the issuance of this endorsement shall be 10% of the underwriting charge, with a minimum of \$100.00.

**10.84 ALTA 36.1-06 ENERGY PROJECT - LEASEHOLD/EASEMENT - LOAN**

Subject to certain exceptions, exclusions and conditions outlined therein, this endorsement, when affixed to a loan policy, insures against certain identified loss arising from the lawful deprivation, in whole or in part, of the right of possession or use insured by the policy, contrary to the terms of a Lease or Easement, or the lawful prevention of the use of the Land or any Electrical Facility or Severable Improvement for the purposes permitted by the Lease or the Easement as applicable, in either case as a result of a matter covered by the policy. The charge for the issuance of this endorsement shall be 10% of the underwriting charge, with a minimum of

\$100.00.

10.85 ALTA 36.2-06 ENERGY PROJECT - LEASEHOLD – OWNER’S

Subject to certain exceptions, exclusions and conditions outlined therein, this endorsement, when affixed to an owner’s policy, insures against certain identified loss arising from Eviction contrary to the terms of any Lease, or the lawful prevention of the use of the Land or any Electrical Facility or Severable Improvement for the purposes permitted by the Lease, in either case as a result of a matter covered by the policy. The charge for the issuance of this endorsement shall be 10% of the underwriting charge, with a minimum of \$100.00.

10.86 ALTA 36.3-06 ENERGY PROJECT - LEASEHOLD - LOAN

Subject to certain exceptions, exclusions and conditions outlined therein, this endorsement, when affixed to a loan policy, insures against certain identified loss arising from Eviction contrary to the terms of a Lease, or the lawful prevention of the use of the Land or any Electrical Facility or Severable Improvement for the purposes permitted by the Lease, in either case as a result of a matter covered by the policy. The charge for the issuance of this endorsement shall be 10% of the underwriting charge, with a minimum of \$100.00.

10.87 ALTA 36.4-06 ENERGY PROJECT - COVENANTS, CONDITIONS AND RESTRICTIONS - LAND UNDER DEVELOPMENT – OWNER’S

Subject to certain exceptions, exclusions and conditions outlined therein, this endorsement, when affixed to an owner’s policy, insures against certain identified loss or damage sustained by the Insured by reason of:



- a) A violation of an enforceable Covenant by any Electricity Facility or Severable Improvement, unless an exception in Schedule B of the policy identifies the violation;
- b) Enforced removal of any Electricity Facility or Severable Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
- c) A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection, describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

The charge for the issuance of this endorsement shall be 10% of the underwriting charge, with a minimum of \$100.00.

**10.88 ALTA 36.5-06 ENERGY PROJECT - COVENANTS, CONDITIONS AND RESTRICTIONS - LAND UNDER DEVELOPMENT - LOAN**

Subject to certain exceptions, exclusions and conditions outlined therein, this endorsement, when affixed to a loan policy, insures against loss or damage sustained by the Insured by reason of certain violations of enforceable covenants, conditions and restrictions, by any Electricity Facility or Severable Improvement, unless an exception in Schedule B of the policy identifies the violation. The charge for the issuance of this

endorsement shall be 10% of the underwriting charge, with a minimum of \$100.00.

#### 10.89 ALTA 36.6-06 ENERGY PROJECT - ENCROACHMENTS

Subject to certain exceptions, exclusions and conditions outlined therein, this endorsement insures against certain identified loss or damage sustained by the Insured by reason of:

- a) An encroachment of any Electricity Facility or Severable Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
- b) An encroachment of an improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
- c) Enforced removal of any Electricity Facility or Severable Improvement, as a result of an encroachment by the Electricity Facility or Severable Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Electricity Facility or Severable Improvement; [or]
- d) Damage to any Electricity Facility or Severable Improvement that is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the

exercise of the right to maintain the easement for the purpose for which it was granted or reserved.

The charge for the issuance of this endorsement shall be 10% of the underwriting charge, with a minimum of \$100.00.

#### 10.90 ALTA 37-06 ASSIGNMENT OF RENTS OR LEASES ENDORSEMENT

This endorsement, when affixed to a policy, provides insurance against loss or damage by reason of (A) any defect in the execution of the Assignment of Rents or Leases Document or (B) any assignment of the lessor's interest in any lease or leases or any assignment of rents affecting the Title and recorded in the Public Records at Date of Policy other than as set forth in any instrument referred to in Schedule B. The charge for the issuance of this endorsement shall be 5% of the applicable underwriting charge, with a minimum charge of \$100.00. In the event of simultaneously issued policies, a single charge will be made based upon the higher liability.

#### 10.91 ALTA 12.1-06 AGGREGATION - STATE LIMITS - LOAN

This endorsement, when affixed to a loan policy or policies insuring a mortgage which is secured by more than one property in New Jersey, or in New Jersey and other jurisdictions, and when policies are to be issued insuring the mortgage lien on all the properties so encumbered, will provide coverage in the aggregate of a specific amount stated or an amount restricted by the coverage afforded within this State. The charge for the issuance of this endorsement is equal to 10% of the premium charged for the issuance of the policy or policies covering the site or sites in New Jersey.

10.92 ALTA 28.2-06 ENCROACHMENTS - BOUNDARIES AND  
EASEMENTS - DESCRIBED IMPROVEMENTS  
(NEW JERSEY VARIATION)

This endorsement, when affixed to a loan policy, insures against loss or damage sustained by reason of certain encroachments of Improvements and the enforced removal of any Improvement located on the Land that encroaches onto adjoining land. The charge for the issuance of this endorsement shall be \$25.00.

10.93 ALTA ENDORSEMENT 23-06 CO-INSURANCE-SINGLE POLICY AND  
ALTA ENDORSEMENT 23.1-06 CO-INSURANCE-MULTIPLE POLICIES

These endorsements, when affixed to a policy or policies, as the case may be, set forth that several title insurance underwriters (A) have adopted the Co-Insurance Policy's Covered Risks, Exclusions, Conditions, Schedules and endorsements, subject to the limitations set forth therein, and (B) have agreed to be liable to the insured for the amount of insurance and Percentage of Liability set forth therein. There shall be no charge for the issuance of either endorsement.

10.94 ALTA 43-06 ANTI-TAINT

This endorsement, when affixed to a loan policy, insures against loss or damage sustained by the Insured by reason of the loss of priority of the lien of the Insured Mortgage, where a portion of the indebtedness secured by the Insured Mortgage is a "Revolving Credit Loan" and another portion is a "Term Loan", as security for the amount of the Indebtedness advanced as the Term Loan, resulting from reductions and subsequent increases of the outstanding principal amount of the Indebtedness payable as the Revolving

Credit Loan. The charge for the issuance of this endorsement shall be 10% of the underwriting charge, with a minimum charge of \$100.00.

#### 10.95 NEW JERSEY CONTRACT VENDEE'S ENDORSEMENT

This endorsement, when affixed to a policy, provides insurance against loss or damage sustained or incurred by reason of the entry of a final, non-appealable judgment by a court of competent jurisdiction determining that the insured does not have the right to obtain a fee simple title to the Land under the terms of said Contract, provided that the insured shall have complied with all of the terms and conditions thereof. The charge for the issuance of this endorsement shall be 10% of the underwriting charge, with a minimum charge of \$100.00.

#### 10.96 NEW JERSEY OPTION ENDORSEMENT

This endorsement, when affixed to a policy, provides insurance against loss or damage sustained or incurred by reason of the entry of a final, non-appealable judgment by a court of competent jurisdiction determining that the insured does not have the right to obtain a fee simple title to the Land under the terms of said option, provided that the Insured shall have complied with all of the terms and conditions thereof. The charge for the issuance of this endorsement shall be 10% of the underwriting charge, with a minimum charge of \$100.00.

#### 10.97 SURVEY ENDORSEMENT (WITHOUT SURVEY) FOR RESIDENTIAL CONDOMINIUMS AND CO-OPERATIVES

When an Insurer or its Title Insurance Agent is requested to issue this endorsement to its commitment for loan or owners' policies the rate shall be

\$25.00 In the case of simultaneously issued policies, only a single charge for this endorsement shall be made.

10.98 ALTA 8.2-06 - COMMERCIAL ENVIRONMENTAL PROTECTION LIEN

This endorsement, when affixed to a loan policy covering land being used primarily for commercial purposes, provides limited environmental coverage for the insured lender, i.e., that there is no environmental protection lien of record as of the Date of Policy which enjoys priority over the insured mortgage. The charge for the issuance of this endorsement shall be \$100.00.

10.99 ALTA 36.7-06 ENERGY PROJECT - FEE ESTATE - OWNER'S POLICY

Subject to certain exceptions, exclusions and conditions outlined therein, when affixed to an Owner's Policy, this Endorsement insures against certain identified loss arising from the lawful deprivation, in whole or in part, of the right of use of the Land or any Electricity Facility or Severable Improvement as a result of a matter covered by the Policy. The charge for the issuance of this endorsement shall be 10% of the underwriting charge, with a minimum of \$100.00.

10.100 ALTA 36.8-06 ENERGY PROJECT - FEE ESTATE - LOAN POLICY

Subject to certain exceptions, exclusions and conditions outlined therein, when affixed to a Loan Policy, this Endorsement insures against certain identified loss arising from the lawful deprivation, in whole or in part, of the right of use of the Land or any Electricity Facility or Severable Improvement as a result of a matter covered by the Policy. The charge for the issuance of this endorsement shall be 10% of the underwriting charge, with a

minimum of \$100.00.

#### 10.101 ALTA 45-06 PARI PASSU

This Endorsement, subject to certain exceptions, exclusions and conditions outlined therein, insures against loss or damage sustained by the Insured by reason of the invalidity or unenforceability of the lien of the Insured Mortgage resulting solely from the provisions of a Pari Passu Mortgage or Intercreditor Agreement establishing lien priority, or the lack of equal lien priority of the Insured Mortgage to the other Pari Passu Mortgages. The charge for the issuance of this endorsement shall be 10% of the underwriting charge, with a minimum of \$100.00.

#### 10.102 ALTA 19.2-06 CONTIGUITY - SPECIFIED PARCELS ENDORSEMENT.

This endorsement, when affixed to a loan policy, insures against loss or damage by reason of there being gaps, strips, or gores lying within or between specified Parcels of Tracts of the Land. The underwriting charge for the issuance of this endorsement shall be \$50.00. In the case of simultaneously issued policies containing this endorsement, only a single \$50.00 charge shall be made.

#### 10.103 ALTA 28.3-06 ENCROACHMENTS - BOUNDARIES AND EASEMENTS - DESCRIBED IMPROVEMENTS AND LAND UNDER DEVELOPMENT ENDORSEMENT (NEW JERSEY VARIATION)

This endorsement, when affixed to a loan policy, insures against loss or damage sustained by reason of (A) an encroachment of any improvement or Future Improvement located on the Land or onto that portion of the Land subject to an easement, unless an Exception in Schedule B of the policy

identifies the encroachment; (B) an encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment; (C) enforced removal of any Improvement or Future Improvement located on the Land as a result of an encroachment by the Improvement or Future Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement or Future Improvement; or (D) enforced removal of any Improvement or Future Improvement located on the Land that encroaches onto adjoining land. The charge for the issuance of this endorsement shall be \$25.00.



## APPENDIX - EXAMPLES

The following examples are illustrative of the calculation of underwriting charges pursuant to the Manual Section referenced in the heading for each example.

### 3.2.1 SIMULTANEOUS ISSUANCE OF OWNER'S AND LEASEHOLD POLICIES

EXAMPLE: All of the following policies are simultaneously issued: (a) owner's policy for \$10 million, (b) fee loan policy for \$7 million, (c) leasehold owner's policy for \$8 million, and (d) leasehold loan policy for \$6 million.

The fee to be charged is \$27,905.00 and is calculated as follows:

\$0-\$100,000	\$5.25 x 100	=	\$525.00
\$100,001-\$500,000	\$4.25 x 400	=	\$1,700.00
\$500,001-\$2,000,000	\$2.75 x 1500	=	\$4,125.00
\$2,000,001-\$8,000,000	\$2.00 x 6,000	=	\$12,000.00
Sub-Total (\$8 Million Coverage)			\$18,350.00
Leasehold Owners Policy (30%)			\$5,505.00
\$8,000,001-\$10 million	\$2.00 x 2,000	=	\$4,000.00
Total Underwriting Charge			\$27,855.00
Two simultaneously issued policies @ \$25.00			\$50.00
Total Charges			\$27,905.00

### 3.4 SIMULTANEOUSLY ISSUED POLICIES - STANDARD AND ENHANCED COVERAGE

In a purchase transaction, the lender requests the enhanced coverage loan policy, but the owner wishes to purchase the standard coverage policy.

The purchase price is \$300,000, with a mortgage loan of \$150,000. The underwriting charge is \$1,523 and is calculated as follows:

\$0-\$100,000 (Standard rate)	\$5.25 x 100	=	\$525.00
\$100,001-\$150,000 Rounded (Section 3.1.4) becomes	\$4.25 x 50	=	\$212.50 \$213.00
Subtotal			\$738.00
Enhanced Coverage Additional Charge (Section 4.8)			
	\$738 x 1.2 (120%)	=	\$885.60
\$150,001-\$300,000	\$4.25 x 150	=	\$637.50
Total underwriting charge			\$1,523.10
Rounded (Section 3.1.4) becomes			\$1,523.00

In addition a charge of \$25 is made for the simultaneous issuance of two policies.

#### 4.2. STANDARD UNDERWRITING RATE SCHEDULE

EXAMPLE 1: The Standard underwriting charge on a closing involving the purchase of a \$175,000 property is \$844.00 and is calculated as follows:

\$0-\$100,000	\$5.25 x 100	=	\$525.00
\$100,001-\$175,000	\$4.25 x 75	=	\$318.75
Total underwriting charge			\$843.75
Rounded (Section 3.1.4) becomes			\$844.00

EXAMPLE 2: The Standard underwriting charge on a closing involving the purchase of a \$148,250 property is \$733.00 and is calculated as follows:

\$0-\$100,000	\$5.25 x 100	=	\$525.00
\$100,001-\$148,250	\$4.25 x 49	=	\$208.25
Total underwriting charge			\$733.25
Rounded (Section 3.1.4) becomes			\$733.00

(NOTE: The rate schedule provides a rate per \$1,000 of liability or a fraction thereof.)

EXAMPLE 3: The Standard underwriting charge on a closing involving the purchase of a \$13,900 property is \$200.00. The minimum underwriting charge in Section 4.1 applies to this transaction and not the schedule of Standard underwriting rates in Section 4.2.

4.5 UNDERWRITING RATE APPLICABLE TO DEVELOPMENT OR CONSTRUCTION LOANS

EXAMPLE 1: A builder purchases a tract for construction of a commercial facility and pays \$190,000 for the land. At a later time it obtains an \$840,000 loan of construction funds.

- (1) If the builder wishes to purchase owner's insurance to cover the \$190,000 land acquisition, it pays for the insurance at the Standard underwriting rate schedule: \$525.00 for the first \$100,000 of insurance and \$383.00 in the bracket from \$100,001 to \$190,000, for a total cost of \$908.00.
- (2) If, after issuance of the owner's policy, the builder also wishes to purchase a three year term construction loan policy for the \$840,000 construction loan, it pays \$840.00 for a three year term construction loan policy.
- (3) If the builder subsequently wishes to increase its owner's policy from \$190,000 to \$1,200,000, it will pay the Standard underwriting rate that for a \$1,200,000 policy, less the credit given for the construction loan underwriting charges previously paid, as follows:

\$0-\$100,000	\$5.25 x 100	=	\$525.00
\$100,001-\$500,000	\$4.25 x 400	=	\$1,700.00
\$500,001-\$1,200,000	\$2.75 x 700	=	\$1,925.00
Total Underwriting Charge			\$4,150.00
Credit prior three year term construction loan policy			(\$840.00)
Balance Owing			\$3,310.00

(NOTE: If the builder simultaneously requests a mortgage policy for a \$1,000,000 permanent loan, it will be issued for an added charge of \$25.00.)

EXAMPLE 2: A builder purchases a tract for construction of a commercial facility and pays \$190,000 for the land. At the same time it obtains a \$840,000 construction loan secured by a mortgage which will be insured

under a three year term construction loan policy.

- (1) If it wishes to purchase owner's insurance to cover the \$190,000 land acquisition, it pays for the insurance at the Standard underwriting rate schedule: \$525.00 for the first \$100,000 of insurance and \$383.00 in the bracket from \$100,001 to \$190,000, for a total cost of \$908.00.
- (2) If, simultaneously with the purchase the builder also wishes to purchase a three year term construction loan policy for the \$840,000 construction loan, it pays \$840.00 for a three year term construction loan policy. The simultaneous-policy rate is not available in this scenario.

EXAMPLE 3: A builder purchases a tract for construction of a commercial facility and pays \$190,000 for the land. At the same time, it obtains \$1,000,000 of construction loan funds secured by a construction mortgage. The construction mortgage will be insured by a Loan Policy issued without the Special Construction Loan Policy endorsement.

- (1) The Loan Policy insuring the mortgage loan for \$1,000,000 is charged at the Standard underwriting rate, as follows:

\$0-\$100,000	$\$5.25 \times 100 = \$ 525.00$
\$100,001-\$500,000	$\$4.25 \times 400 = \$1,700.00$
\$500,001-\$1,000,000	$\$2.75 \times 500 = \$1,375.00$
Total Underwriting Charge	\$3,600.00

- (2) The builder simultaneously obtains a fee policy for the same \$1,000,000 liability amount for an added charge of \$25.00, as a simultaneously issued policy.

EXAMPLE 4: A builder who did not purchase title insurance on its land acquisition obtains a three year term construction loan policy for \$1,700,000 to cover a tract consisting of 28 lots for \$1,700.00. At the end of three years, the builder has 8 lots remaining. It elects to obtain a permanent loan

policy insuring the remaining lots for a total of \$550,000. The applicable underwriting charge is \$1,813.00 and is calculated at Standard underwriting rates less a credit as follows:

\$0-\$100,000	\$5.25 x 100	=	\$525.00
\$100,000-\$500,000	\$4.25 x 400	=	\$1,700.00
\$500,001-\$550,000	\$2.75 x 50	=	\$137.50
Total Underwriting Charge			\$2,362.50
Rounded becomes:			\$2,363.00
Credit: \$1.00 per \$1,000 of liability of the permanent loan policy of \$550,000			(\$550.00)
Balance Owing:			\$1,813.00

#### 4.6.1 REFINANCE, RECAST OR SUBSTITUTION LOANS

EXAMPLE: A \$100,000 purchase money mortgage was obtained when the property was acquired by its present owners. Subsequently a home equity loan in the face amount of \$50,000 was obtained. Interest rates have come down, and the mortgagors want to refinance by obtaining a new mortgage in the amount of \$160,000. The rate to be charged is \$443.00 and is calculated as follows:

\$0-\$100,000 (refinance rate)	\$2.75 x 100	=	\$275.00
\$100,001-\$150,000 (refinance rate)	\$2.50 x 50	=	\$125.00
\$150,001-\$160,000 (Standard rate)	\$4.25 x 10	=	\$42.50
Total underwriting charge			\$442.50
Rounded becomes			\$443.00

6.2.3 SETTLEMENTS OF GREATER THAN NORMAL LENGTH  
(including pre- and post settlement-related functions in accordance with §1.9)

Example 1 - A Title Insurance Agent conducts a settlement in-office during business hours, spending 65 minutes at the settlement table and 75 minutes performing settlement-related functions (45 minutes before the settlement and 30 minutes after the settlement). The total settlement charge is \$400.00, computed as follows:

Total time spent performing settlement-related functions	140.00 minutes
First 60 minutes performing settlement-related function (§6.1)	\$300.00
Additional 80 minutes performing settlement-related functions (§§1.9 and 6.2.3) (rounded down to nearest whole hour, or 60 minutes)	<u>\$100.00</u>
TOTAL CHARGE	\$400.00

Example 2 - An Insurer conducts a settlement in office after business hours, spending 65 minutes at the settlement table and 85 minutes performing settlement-related functions (55 minutes before the settlement and 30 minutes after the settlement). The total settlement charge is \$550.00, computed as follows:

Total time spent performing settlement-related functions	150 minutes
First 60 minutes performing settlement-related functions (§6.1)	\$300.00
Additional 90 minutes performing settlement-related functions (§§1.9 and 6.2.3) (rounded up to nearest whole hour, or 120 minutes)	\$200.00
Outside of Regular Business Hours Charge (§6.4.2)	<u>\$50.00</u>
TOTAL CHARGE	\$550.00

**NOTE:** In each example the total time spent on settlement-related functions has been rounded to the nearest whole hour. (In Example No. 1, the Additional 80 minutes is rounded *down* to 60 minutes. In Example No. 2, the Additional 90 minutes is rounded *up* to 120 minutes).



10.74 ALTA 29.2-06 INTEREST RATE SWAP ENDORSEMENT - DIRECT OBLIGATION - DEFINED AMOUNT

10.75 ALTA 29.3-06 INTEREST RATE SWAP ENDORSEMENT - ADDITIONAL INTEREST - DEFINED AMOUNT

A loan policy is issued in the face amount of \$5,000,000, and the applicable underwriting charge is computed at Standard Rate. Thereafter, the insured lender requests issuance of ALTA Endorsement No. 29.2-06, with an "Additional Amount of Insurance" of \$1,000,000.00. The charge for the endorsement is calculated as follows:

\$5,000,000 (face amount of existing policy)		\$12,350.00
+1,000,000 ("additional amount of insurance")		2,000.00
Total underwriting charge		\$14,350.00
\$14,350.00 x 0.10 (10%)	=	\$1,435.00