



## National Mortgage Insurance Corporation Alaska State Variation Endorsement to Master Policy Mortgage Guaranty Insurance (AS08.12.01 07 13)

Upon the Company's issuance of this endorsement to the Insured, the Mortgage Guaranty Insurance Master Policy, Form No. AS08.12.01 07 13 (the "Policy") is hereby amended as follows for each Loan and its related Certificate to the extent required by Alaska law.

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Policy.

### 1. **Definitions**

The definition of **Rescission** is hereby amended to remove the word "warranties." The remaining language is unchanged.

### 2. **Section I.E.4. Certificate Cancellation by Company** is hereby deleted and replaced in its entirety with the following language:

4. **Certificate Cancellation by Company.** Subject to Section I(F) (Representations of the Insured), Section I(G) (Company's Remedies for Misrepresentation) and Section I(H) (Limitation on Rescission, Claim Denial and Certificate Cancellation), the Company shall have the right, at its option and to the extent permitted by Applicable Law, and without limitation or waiver of any other rights or remedies available to the Company at law or in equity, to issue a Certificate Cancellation with respect to the related Loan if the Company reasonably demonstrates that any of the Insured's representations made with respect to such Loan were inaccurate at the time they were made and said inaccuracy was Material or if coverage has lapsed under Section I(D)(5) (Lapse) or if the Insured has otherwise significantly breached any of its obligations hereunder in connection with such Loan or related Certificate. Termination shall be initiated by no less than ten (10) days' written notice for any cancellation reason requiring such 10 days' notice in Alaska, no less than twenty (20) days' written notice for non-payment of premium, and in all other circumstances, no less than sixty (60) days' written notice. In the event a Certificate Cancellation is issued by the Company under this Section I(E)(4), the Company shall return to the Insured or its Servicer all related premium for the time period after the occurrence of the event giving rise to the right of cancellation.

### 3. **Section V.A.4.(a)(5) Failure to Perfect a Claim** is hereby deleted and replaced in its entirety with the following language:

5. **Failure to Perfect a Claim.** If the Insured fails to file a Perfected Claim within one hundred twenty (120) days after the filing of the Claim (or with the concurrence of the related Third-Party Beneficiary within such longer period of time as the Company may allow in writing only with respect to Claims filed by a Third Party Beneficiary if the Insured is not the owner of the loan) and the Company is prejudiced thereby, the Company shall issue a Claim Denial to the Insured that

sets forth such failure as the reason for the Claim Denial.

4. The first paragraph of **Section V.B Company Options for Payment of Insurance Benefit** is hereby deleted and replaced in its entirety with the following language:

Within the Claim Settlement Period, but only if the Insured has satisfied all requirements for payment of Loss and if the Company has received a Perfected Claim, the Company shall determine whether and to what extent an Insurance Benefit is owed under the Policy and shall, at its sole option, exercise one of the options below and pay as the Insurance Benefit to the Insured or the Third Party Beneficiary no later than thirty (30) working days from the date the Company has received a Perfected Claim either:

5. **Section VI.D. Notice** is hereby deleted and replaced in its entirety with the following language:

All written notices required or otherwise given to the Company pursuant to this Policy shall be (1) transmitted by posting to the Company's internet portal at [www.nationalmi.com](http://www.nationalmi.com), (2) transmitted in an alternative, commercially reasonable, electronic manner, e.g., secure e-mail as shall have been agreed to in advance, in writing, by the Company, or (3) sent by regular mail postpaid, to the Company's Operations Office address as shown on the face page of this Policy.

Except where the Policy requires that notice be provided to the Insured and the Servicer, all notices to the Insured shall be given to the Servicer and to any Third-Party Beneficiary upon its request, and shall be (1) mailed by first class mail to the last known address of the Servicer, Insured or Third Party Beneficiary with a certificate of mailing obtained from the United States Postal Service, or (2) transmitted by electronic means, to the last known electronic address of the Servicer, Insured or Third Party Beneficiary, if the Company can obtain an electronic confirmation of receipt by the intended recipient. Either party may notify the other of a change in address in the same manner provided for giving notice. All notices required to be submitted to the Company, the Insured, or at the request of the Third-Party Beneficiary shall be deemed to have been given five (5) days after the same is sent in the manner described above, unless actually received earlier.

6. **Section VI.F. Arbitration** is hereby deleted and replaced in its entirety with the following language:

**F. Arbitration.** Unless prohibited by applicable law, any controversy or dispute, including any Claim made hereunder, arising out of or relating to this Policy, or the breach, interpretation or construction thereof, may, upon the mutual consent of all parties to the dispute, be settled by binding arbitration in accordance with the rules of the American Arbitration Association deemed most appropriate by such association, or other such rules as are mutually agreed to by all parties to the dispute, with each party to the dispute paying costs and fees as specified in the arbitration award. If this remedy is elected by all parties to the dispute, then the decision of the arbitrator(s) shall be final and binding on all the parties, and shall be enforceable in any court of competent jurisdiction in the United States of America. For the avoidance of doubt, no provision of this Policy shall be construed to require any Third-Party Beneficiary that is a GSE to submit to arbitration hereunder, and any decision rendered by an arbitrator relating to this Policy shall have no applicability to or be of any force or effect against any Third-Party Beneficiary that is a GSE unless the GSE consented in writing to the arbitration.

7. **Sections VI. G. 1 and 2, Suit; Limitation of Actions**, are hereby deleted and replaced in their entirety with the following language:

1. Except as provided in Section VI.G.2 regarding suits or actions regarding disputes related to Certificates for which Rescissions, Claim Denials, or Certificate Cancellations have been issued, no suit or action under this Policy shall be brought or sustained in any court of law or equity or by arbitration unless: (1) the party bringing such suit or action has substantially complied with the terms and conditions of this Policy with respect to the Certificates at issue in such dispute before such dispute arose, (2) such suit or action is commenced within three years, or such longer period of time as may be permitted by Applicable Law, after the cause of action accrues or after the Insured or Third-Party Beneficiary has acquired Borrower's Title to the Property or the sale of the Property approved by the Company is completed, whichever is later, and (3) the Claim Settlement Period shall have elapsed, except no Claim Settlement Period may be required to elapse where no Claim has yet been made with respect to such suit or action. Each party to this Policy shall bear its own costs and expenses for any litigation or arbitration related to the Policy.
2. Any suit or action regarding a dispute related to a Certificate for which a Rescission, Claim Denial, or Certificate Cancellation has been issued must be commenced within three years of the date of such Rescission, Claim Denial or Certificate Cancellation or such longer period of time as may be permitted by Applicable Law, whichever is later.

---

This endorsement shall vary, alter, waive or extend any terms, conditions, provisions, agreements or limitations of the above referenced Policy only as noted above.

**NATIONAL MORTGAGE INSURANCE CORPORATION**

---

PRINCIPAL OFFICER

---

SECRETARY