



National Mortgage Insurance Corporation Florida State Variation Endorsement to Master Policy Mortgage Guaranty Insurance (ASo8.12.01 07 13)

Upon the Company's issuance of this endorsement to the Insured, the Mortgage Guaranty Insurance Master Policy, Form No. ASo8.12.01 07 13 (the "Policy") is hereby amended as follows for each Loan and its related Certificate to the extent required by Florida 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.2 Cancellation of Coverage by Insured.**

To remove reference to "covenants" and to make conforming changes, **Section I.E.2** is hereby deleted and replaced in its entirety with the following language (marked to show deletions):

Cancellation of Coverage by Insured. The Insured, its Servicer or the Third Party Beneficiary may cancel coverage under this Policy with respect to any Loan at any time by returning the related Certificate or providing direction in a form and in a medium acceptable to the Company to cancel the Certificate. Such cancellation shall relieve the Company of liability for any Default unless a Claim has been submitted prior to such Cancellation. The Insured agrees that it shall not, and agrees that it shall cause its Servicer to not, request cancellation of coverage under any Certificate unless:

- (a) The Insured is the current owner of such Loan or is acting on behalf of and pursuant to the instructions of the Third Party Beneficiary; and
- (b) The original Certificate has been returned to the Company, or destroyed or marked "canceled," which may be denoted exclusively in its electronic records.

The Insured further agrees that neither it nor its Servicer on its behalf will sell a Loan as to which coverage has been cancelled pursuant to this Section I(E)(2) with any statement, express or implied, that the Loan is insured under this Policy.

3. **Section IV.C.4 (b)(1) Option to Acquire Loan - Exercise of Option; Insured's Obligations.**

To remove any reference to the term "warranties" and to make conforming changes, **Section IV.C.4 (b)(1)** is hereby deleted and replaced in its entirety with the following language (marked to show deletions):

One or more assignments (as shall be necessary or appropriate) to the Purchaser, containing customary representations, duly and properly executed and in recordable form, of all of the

Insured's ownership right, title and interest in and to the Loan and related documents and, unless otherwise agreed to between Purchaser and the Insured, sale and servicing transfer agreements containing such representations, as the Purchaser shall reasonably require.

4. In the last paragraph of **Section IV.C.4(b)**, the reference to the term "warranty" is hereby deleted and replaced with the term "representation."
5. **Section VI. Additional Conditions**

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

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 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 their own costs and for common costs for the arbitration to be shared equally. 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.

- b) **Section VI.L Loan Manufacturing Process**

To remove any reference to the term "warranties" and to make conforming changes, **Section VI.L.** is hereby deleted and replaced in its entirety with the following language (marked to show deletions):

The integrity of the Insured's (and Loan Originator's, where applicable) Loan Manufacturing Process is critical to the decision made by the Company to enter into this Policy with the Insured. Therefore review by the Company of the Insured's Loan Manufacturing Process is a critical component of the Company's continued reliance on the Insured's representations under this Policy.

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



Bradley M. Shuster



Christopher G. Brunetti

PRESIDENT

SECRETARY

SAMPLE