



National Mortgage Insurance Corporation Virginia 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 Virginia law.

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

1. Any reference to "definitions" is hereby capitalized throughout the Policy for consistency purposes.
2. The term "**Glossary**" is hereby deleted wherever it appears in the Policy and replaced in each such instance with the term "**Definitions**."
3. The term "**Article**" is hereby deleted wherever it appears in the Policy and replaced in each such instance with the term "**Section**."

4. **Definitions**

The definitions of **Eligibility Criteria** and **Underwriting Guidelines** are hereby amended to remove the words "from time to time." The remaining language in each definition is unchanged.

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

The reference to "**Servicing Report**" in the Definitions is hereby deleted and replaced with "**Insurance in Force Report**."

The definition of **Uninsured Casualty** is hereby deleted in its entirety.

5. **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:

- (1) 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, and covenants as the Purchaser shall reasonably require;

6. 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."

7. **VI. Additional Conditions**

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.

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:

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.

8. **Annex B: Terms and Conditions Related to Construction Loans**, is amended as follows:

Any reference to the term “Effective Date” is deleted and replaced with “Certificate Effective Date.”

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