

**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 November 1, 2023.

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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AMTRUST TITLE INSURANCE COMPANY  
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TITLE RESOURCES GUARANTY COMPANY  
WESTCOR LAND TITLE INSURANCE COMPANY  
WFG NATIONAL TITLE INSURANCE COMPANY

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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 Underwriting Charge and charges, that must be complied with prior to the issuance of the Policy or Policies.
- 1.3.1 "Contemporaneously-Issued Policies" means two or more loan Policies issued at the same time, insuring more than one mortgage encumbering the same Land (or a portion or portions thereof), in accordance with the provisions of Section 3.3.4 of this *Manual*.
- 1.3.2 "Endorsement" means a document issued by the Insurer or Title Insurance Agent which forms a part of the Policy, amending or modifying the terms and conditions thereof or the coverage afforded thereby, and for which a charge is imposed in accordance with this *Manual*.

- 1.4 "Examination Charge" is the charge made for the process of reviewing an abstract or search 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.
- 1.6.1 "Land" means the tract(s) or parcel(s) of real property or estate(s) or interest(s) therein described in Schedule A of the Policy, as the same may be defined in the Policy.
- 1.6.2 "Policy" means the contract of insurance between the Insured and the Insurer, issued by the Insurer or Title Insurance Agent in accordance with the provisions of the Title Insurance Act, N.J.S.A. 17:46B-1 *et seq.*, as the same may be from time to time amended, and this *Manual*.
- 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.

1.9.1 "Simultaneously-Issued Policy" is a loan Policy wherein the mortgage insured thereunder was made within sixty (60) days of the Date of Policy of an owner's Policy, in accordance with the provisions of §3.4 of this *Manual*.

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" or "Underwriting Charge" is that charge made by the Insurer or Title Insurance Agent for the liability undertaken under the Policy and is based on the amount of insurance shown in the Policy. The rules for determining the Standard Underwriting Rate, Refinance Underwriting Rate, Modification Underwriting Rate and Construction Underwriting Rate are set forth in Article 4 of this *Manual*.

## ARTICLE 2: METHODS OF OPERATION

- 2.1 "Company or Title Insurance Agent Procedure": Under this procedure the Insurer or 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 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 Title Insurance Agent on a preliminary report of title. The Insurer or 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 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 Title Insurance Agent, and based upon such certificate Insurer or Title Insurance 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 TITLE

The Underwriting Rate for an owner's Policy issued at the time of the acquisition of the title to the Land 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 title to the Land 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 to the Land, the Underwriting Rate shall be based upon at least the then present fair market value of the Land 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 the Policy Underwriting Charge (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 *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 *Manual* contemplate the normal or ordinary examination of title, one not requiring extraordinary time and/or expertise. When the Insurer or 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 the Insurer or 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 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 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 ISSUANCE OF LEASEHOLD OWNER'S POLICY IN CONJUNCTION WITH AND AT THE SAME TIME AS ISSUANCE OF A FEE SIMPLE OWNER'S POLICY

When fee simple owner's and leasehold owner's Policies covering the same Land are issued in conjunction with and at the same time as each other, the



Underwriting Rate for the leasehold owner's Policy shall be 30% of the Underwriting Rate for the fee simple owner's Policy up to the fee simple owner's Policy amount of insurance. The Underwriting Rate for the amount of insurance of the leasehold Policy exceeding the fee simple 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 Land, including fixtures.

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

(a) When a loan 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 loan Policies of title insurance are issued contemporaneously insuring more than one mortgage on the same Land, 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. Loan Policies issued contemporaneously, as provided in this subsection, may also qualify as being simultaneously issued as provided in Section 3.4.

(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

(a) When a loan Policy or Policies are issued to a mortgagee or mortgagees simultaneously with the Policy insuring the interest of the owner of the fee or leasehold, in the same estate, the Underwriting Rate shall be the rate applicable to the greatest Amount of Insurance (or aggregate Amounts of Insurance). The charge for each simultaneously-issued Policy (after the Policy for which the applicable Underwriting Rate is paid) shall be \$25.00. For the purposes of this section, a loan Policy or Policies shall be deemed to have been issued simultaneously under the circumstances set forth below.

(b) If the mortgage or mortgages to be insured are made within sixty (60) days of the Date of Policy of the owner's Policy, and the Amount of Insurance or

aggregate Amounts of Insurance of the loan Policy or Policies do not exceed the Amount of Insurance of the owner's Policy, the simultaneous-issue charge shall be \$25.00 for each simultaneously-issued Policy. But if the Amount of Insurance or aggregate Amounts of Insurance of the loan Policy or Policies shall exceed the Amount of Insurance of the owner's Policy, the charge shall be the applicable Underwriting Rate for the liability assumed in excess of the Amount of Insurance of the owner's Policy, in addition to the simultaneous-issue charge of \$25.00 for each simultaneously-issued Policy.

(c) In the event the mortgage or mortgages are made after the expiration of the sixty (60) day period referred to above, the simultaneous-issue charges shall not be applied; rather, the applicable Underwriting Rate shall be applied to the loan Policy or Policies. The rates and charges set forth above are imposed in addition to charges imposed under Article 5 or any other applicable article or section of this *Manual*.

(d) 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 Underwriting 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 Underwriting 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 Land. The Refinance or Modification Underwriting 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 AND CONTEMPORANEOUSLY ISSUED POLICIES - ENDORSEMENT CHARGES

Whenever two or more Policies are to be issued simultaneously or contemporaneously, as provided in Section 3.4 or in Section 3.3.4 respectively, and the Insurer is requested to issue the same Endorsement for multiple 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, 10.38 or 10.73 applies. The single charge for any simultaneously-issued Endorsements charged under Article 10 as a percentage of the Underwriting Rate shall be based on the higher amount of insurance of the simultaneously-issued Policies. The single charge for any contemporaneously-issued Endorsements charged under Article 10 as a percentage of the Underwriting Rate shall be based on the aggregate amount of insurance of the contemporaneously-issued Policies.

#### 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 Land, 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 Land is identical to or included within the Land 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 5-157); ALTA 8.1 (NJR 5-94); ALTA 6, and 6.2 (NJR 5-91 and 5-92); ALTA 4.1 (NJR 5-89); and ALTA 5.1-06 (NJR 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 will be charged as specified in this *Manual*.

#### 4.9 BALLOON LOAN MODIFICATION LIMITED POLICY (NJRB 2-13)

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 Land presently improved with a one-to-four family residence. 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 (NJRB 2-20)

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
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\$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.

4.12 ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY (NJRB 2-25) AND ALTA SHORT FORM RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY (NJRB 2-26)

Whenever the ALTA Residential Limited Coverage Junior Loan Policy or the ALTA Short Form Residential Limited Coverage Junior Loan Policy is issued, the Underwriting Charge for the Policy shall be based upon the following rates:

Policy Liability	
Underwriting Charge	
\$0 - \$100,000.....	\$200.00
\$100,001 - \$250,000.....	\$300.00

The Amount of Insurance in an ALTA Residential Limited Coverage Junior Loan Policy or an ALTA Short Form Residential Limited Coverage Junior Loan Policy shall not exceed \$250,000.

In addition to the Underwriting Charge [and charges for the ALTA JR 1 and ALTA JR 2 Endorsements], 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 of this *Manual*.

Sections 3.3 and 3.4 of this *Manual*, inclusive of their respective subsections, shall not apply to ALTA Residential Limited Coverage Junior Loan Policy, the ALTA Short Form Residential Limited Coverage Junior Loan Policy, the ALTA JR 1 Endorsement nor the ALTA JR 2 Endorsement.

## ARTICLE 5: EXAMINATION AND SEARCH CHARGES

### 5.1 EXAMINATION CHARGE

When an Insurer or Title Insurance Agent examines the title to Land 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 LAND IN TWO OR MORE COUNTIES

Where the Land 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 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(b), 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 PROTECTION LETTER (NJRB 6-07)

This letter, when requested, provides a lender, a lessee, an assignee of the Insured Mortgage, the warehouse Lender in connection with the Insured Mortgage, and a borrower or all-cash purchaser in a one-to-four family residence which is the principal residence of the purchaser, with certain protection against fraud, misappropriation of funds or failure to follow written closing instructions by the Settlement Service Provider subject to the

provisions contained therein. The special risk charge 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 LAND DESCRIPTION

When an Insurer or Title Insurance Agent is asked to prepare a legal description of Land 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 or Policies, the charge for the issuance of each 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.

## 7.7 PRO FORMA

When an Insurer or Title Insurance Agent is asked to issue a pro forma Policy or Policies in connection with an insured transaction, the charge for the issuance of the pro forma Policy or Policies shall be \$250.00 for each Policy, inclusive of any revisions thereto. There shall be no charge for a

pro forma policy or policies issued in connection with Land on which a one-to-four family residence presently exists.



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 Land, the charges for title insurance may be the subject of competitive bidding or a negotiated agreement without regard to the Underwriting 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 Land 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 Underwriting 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 Land, the charges for title insurance may be the subject of competitive bidding or a negotiated agreement without regard to the Underwriting 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 (NJRB 5-11)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

### 10.2 ALTA 6 - VARIABLE RATE MORTGAGE ENDORSEMENT (NJRB 5-91)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

### 10.3 ALTA 6.2 - VARIABLE RATE MORTGAGE ENDORSEMENT - NEGATIVE AMORTIZATION (NJRB 5-92)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.4 REVOLVING LOAN ENDORSEMENT

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

#### 10.5 NEW JERSEY SURVEY ENDORSEMENT (NJRB 5-01)

When the Insurer or 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 charge shall be \$25.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.6 ALTA 8.1 - ENVIRONMENTAL PROTECTION LIEN (NJRB 5-94)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.7 ALTA 4.1- CONDOMINIUM – CURRENT ASSESSMENTS  
(NJRB 5-89)

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 the operative state statute. The charge for the issuance of the Endorsement shall be \$25.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.8 ALTA 5.1-06- PLANNED UNIT DEVELOPMENT – CURRENT  
ASSESSMENTS (NJRB 5-90)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.9 NEW JERSEY CONVERTIBLE ADJUSTABLE RATE MORTGAGE LOAN ENDORSEMENT (NJRB 5-23)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.10 ALTA 9.3-06 - COVENANTS, CONDITIONS AND RESTRICTIONS - LOAN POLICY (New Jersey Variation) (NJRB 5-98), ALTA 9.6.1-06 PRIVATE RIGHTS - CURRENT ASSESSMENTS - LOAN POLICY (New Jersey Variation) (NJRB 5-169), ALTA 9.7-06 RESTRICTIONS, ENCROACHMENTS, MINERALS - LAND UNDER DEVELOPMENT - LOAN POLICY (New Jersey Variation) (NJRB 5-139) and ALTA 9.10-06 RESTRICTIONS, ENCROACHMENTS, MINERALS - CURRENT VIOLATIONS - LOAN POLICY (New Jersey Variation) (NJRB 5-157).

Each of these endorsements, 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 each

Endorsement, where a one-to-four family residence exists or will be constructed on the Land, shall be \$25.00. Otherwise, the charge for the issuance of each 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.11 NEW JERSEY BALLOON MORTGAGE ENDORSEMENT (NJRB 5-31)

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 Land presently improved with a one-to-four family residence. The charge for the issuance of the Endorsement shall be \$25.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.12 NEW JERSEY SECONDARY MORTGAGE MARKET ENDORSEMENT (NJRB 5-32)

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 presently improved with a one-to-four family residence. The charge for issuance of the Endorsement shall be \$25.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.13 NEW JERSEY REVERSE ANNUITY ENDORSEMENT (NJR 5-33)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.14 ALTA FORM 1-06 - STREET ASSESSMENTS (NJR 5-86)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.15 NEW JERSEY LENDER'S SURVEY ENDORSEMENT  
(WITHOUT SURVEY) (NJRB 5-37)

When the Insurer or 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 charge shall be \$25. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.16 ALTA 10 - ASSIGNMENT OF MORTGAGE (NJRB 5-101)

When the Insurer is asked to insure the assignment of a mortgage it previously insured, the charge for the issuance of an Endorsement insuring the validity of the assignment shall be \$50.00 plus the examination charge and applicable pass through charges. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.17 ALTA 10.1-06 - ASSIGNMENT AND DATE DOWN (NJRB 5-102)

When an Insurer is asked to insure the assignment of a mortgage it previously insured with coverage for continued priority of that mortgage, the charge for the issuance of such an Endorsement shall be \$75.00, plus the examination charge and applicable pass through charges. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 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 ZONING (NJRB 5-87)

This Endorsement, when affixed to a Policy, provides assurances that the Land 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.21 ALTA 3.1 - ZONING - COMPLETED STRUCTURES (NJRB 5-88)

This Endorsement, when affixed to a Policy, provides assurances that the Land 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.22 ALTA 9.1-06 COVENANTS, CONDITIONS AND RESTRICTIONS - UNIMPROVED LAND – OWNER’S POLICY (New Jersey Variation) (NJR 5-96), ALTA 9.2-06 COVENANTS, CONDITIONS AND RESTRICTIONS - IMPROVED LAND – OWNER’S POLICY (New Jersey Variation) (NJR 5-97), ALTA 9.8-06 COVENANTS, CONDITIONS AND RESTRICTIONS - LAND UNDER DEVELOPMENT – OWNER’S POLICY (New Jersey Variation) (NJR 5-140) and ALTA 9.9-06 PRIVATE RIGHTS - OWNER’S POLICY (New Jersey Variation) (NJR 5-156)

The ALTA 9.1-06, 9.2-06, 9.8-06 and 9.9-06 Endorsements, are available to be issued in connection with 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 charge 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

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 NEW JERSEY ASSIGNMENT- POLICY  
UPDATE ENDORSEMENT (NJRB 5-48)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.26 INTER-SPOUSAL TRANSFERS

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

10.27 NEW JERSEY FAIRWAY – (PARTNERSHIP) ENDORSEMENT  
(NJRB 5-51)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.28 NEW JERSEY FAIRWAY – (L.L.C.) ENDORSEMENT (NJRB 5-52)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

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 - AGGREGATION – LOAN POLICY ENDORSEMENT (NJRB 5-104)

This Endorsement, when affixed to a loan Policy or Policies insuring a mortgage which is secured by more than one parcel of Land in New Jersey or in New Jersey and other jurisdictions, and Policies are to be issued insuring the mortgage lien on all of the parcels of Land 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 Underwriting Charge(s) for the issuance of the Policy or Policies covering the site or sites in New Jersey. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.32 NEW JERSEY APPLICATION OF MORTGAGE PAYMENTS (“LAST DOLLAR”) ENDORSEMENT (NJRB 5-57)

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 charge for the issuance of this Endorsement. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.33 CONTINGENT LOSS (“FIRST LOSS”) ENDORSEMENT [Withdrawn 1/1/05 and superceded 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 and ALTA 31-06; See Sections 10.70 and 10.72]

10.36 SUBDIVISION ENDORSEMENT [Withdrawn 2/1/2019 and superceded by ALTA 26 (Subdivision); See Section 10.104]

10.37 ALTA 11 - MORTGAGE MODIFICATION, (NJRB 5-103)  
ALTA 11.1 – MORTGAGE MODIFICATION WITH SUBORDINATION (NJRB 5-174),ALTA 11.2 – MORTGAGE MODIFICATION WITH ADDITIONAL AMOUNT OF INSURANCE (NJRB 5-75)

These Endorsements, 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 these Endorsements is calculated pursuant to the rate schedule in Section 4.6.2. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.38 NEW JERSEY SPECIAL CONSTRUCTION LOAN POLICY  
ENDORSEMENT (NJRB 5-10)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.39 ALTA 7-06- MANUFACTURED HOUSING UNIT (NJRB 5-93)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.40 NEW JERSEY MODIFIABLE MORTGAGE OPTION ENDORSEMENT  
(NJRB 5-65)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.41 NEW JERSEY SUCCESSORS AND TRANSFEREES COVERAGE ENDORSEMENT (NJRB 5-66)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.42 ARBITRATION ENDORSEMENT [Endorsement withdrawn 4/15/2010]

10.43 ALTA 13-06 (NJR 5-105) and 13.1-06 (NJR 5-106) - LEASEHOLD OWNER'S AND LOAN ENDORSEMENTS

These Endorsements, when affixed to an ALTA Owner's (NJR 1-17) or ALTA Loan Policy (New Jersey Variation) (NJR 2-22) 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.44 MEZZANINE FINANCING ENDORSEMENT

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

10.45 GOING CONCERN ENDORSEMENT [Endorsement withdrawn 12/31/2017]

10.46 ALTA 14 - FUTURE ADVANCE - PRIORITY ENDORSEMENT (New Jersey Variation) (NJR 5-107)

This Endorsement, when affixed to a loan Policy 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 charge for issuance of such an Endorsement shall be \$50.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.47 ALTA 14.1 - FUTURE ADVANCE - KNOWLEDGE ENDORSEMENT  
(NJRB 5-108)

This Endorsement, when affixed to a loan Policy 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. 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.48 ALTA 14.2 - FUTURE ADVANCE - LETTER OF CREDIT  
ENDORSEMENT (New Jersey Variation) (NJRB 5-109)

This Endorsement, when affixed to a loan Policy will insure the continued priority of a Mortgage securing both principal and interest of a loan which advances certain monies to the borrower, pursuant to an Agreement as defined in the Endorsement, after the Date of Policy. The charge for the issuance of such an Endorsement shall be \$50.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.49 ALTA 14.3 - FUTURE ADVANCE - REVERSE MORTGAGE  
ENDORSEMENT (New Jersey Variation) (NJRB 5-110)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.50 ALTA 15-06 - NON-IMPUTATION - FULL EQUITY TRANSFER  
ENDORSEMENT (NJRB 5-111)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.51 ALTA 15.1-06 - NON-IMPUTATION - ADDITIONAL INSURED  
ENDORSEMENT (NJRB 5-112)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.52 ALTA 15.2-06 - NON-IMPUTATION - PARTIAL EQUITY TRANSFER  
ENDORSEMENT (NJRB 5-113)

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 Land equivalent to the purchaser's percent of interest in the vestee of the insured estate. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.53 ALTA 16-06 - MEZZANINE FINANCING ENDORSEMENT (NJR 5-114)

This Endorsement, when affixed to an owner's Policy, provides loss payee coverage to a lender which has provided "mezzanine" financing to a Land 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.54 ALTA 17-06 - ACCESS AND ENTRY ENDORSEMENT (NJRB 5-115)

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 charge for the issuance of this Endorsement shall be \$50.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.55 ALTA 18-06 - SINGLE TAX PARCEL ENDORSEMENT and ALTA 18.3-06 SINGLE TAX PARCEL AND ID ENDORSEMENT (NJRB 5-117)

These Endorsements, when affixed to a title insurance Policy, provide 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 charge for the issuance of either of these Endorsements shall be \$50.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.56 ALTA 18.1-06 - MULTIPLE TAX PARCEL – EASEMENTS ENDORSEMENT, ALTA 18.2-06 – MULTIPLE TAX PARCEL ENDORSEMENT (NJRB 5-118)

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 charge for the issuance of either of these Endorsements shall be \$50.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.57 ALTA 19-06- CONTIGUITY - MULTIPLE PARCELS ENDORSEMENT  
(NJRB 5-119)

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 charge for the issuance of this Endorsement shall be \$50.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.58 ALTA 19.1-06 - CONTIGUITY - SINGLE PARCEL ENDORSEMENT  
(NJRB 5-120)

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 charge for the issuance of this Endorsement shall be \$50.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.



10.59 ALTA 17.1-06 - INDIRECT ACCESS AND ENTRY ENDORSEMENT  
(NJRB 5-116)

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 an insured parcel (ii) the identified street is physically open and publicly 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 charge for the issuance of this Endorsement shall be \$50.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.60 ALTA 20-06- FIRST LOSS – MULTIPLE PARCEL TRANSACTIONS  
(NJRB 5-121)

This Endorsement, when affixed to a loan Policy, provides that if the collateral includes at least two parcels of Land, subject to the provisions of Section 8 of the Conditions, 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 extent of liability imposed by Section 8 of the Conditions 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 charge for this

Endorsement shall be 10% of the applicable Underwriting Charge for the underlying Policy, with a minimum of \$500.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

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

10.62 ALTA 22-06 - LOCATION (New Jersey Variation) (NJRB 5-123)

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 charge for this Endorsement shall be \$25.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.63 ALTA 17.2-06 - UTILITY ACCESS (New Jersey Variation) (NJRB 5-124)

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 charge for the issuance of this Endorsement shall be \$50.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.64 ALTA 25-06 - SAME AS SURVEY (New Jersey Variation) (NJRB 5-125)

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 charge for the issuance of this Endorsement shall be \$25.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.65 ALTA 25.1-06 - SAME AS PORTION OF SURVEY (New Jersey Variation) (NJRB 5-126)

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 charge for the issuance of this Endorsement shall be \$25.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.66 ALTA 28-06 - EASEMENT - DAMAGE OR ENFORCED REMOVAL (New Jersey Variation) (NJRB 5-127)

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 charge for the issuance of this Endorsement shall be \$25.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.67 NEW JERSEY WAIVER OF ARBITRATION ENDORSEMENT  
(NJR 5-128)

This Endorsement, deletes:

- (a) Condition 13 (if this Endorsement is attached to an ALTA Loan Policy (NJR 2-22) or ALTA Expanded Coverage Residential Loan Policy (NJR 2-21));
- (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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.68 ALTA 29-06 INTEREST RATE SWAP ENDORSEMENT - DIRECT  
OBLIGATION (NJR 5-129)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.69 ALTA 29.1-06 INTEREST RATE SWAP ENDORSEMENT - ADDITIONAL INTEREST (NJRB 5-130)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.70 ALTA 30 ONE-TO-FOUR FAMILY SHARED APPRECIATION MORTGAGE ENDORSEMENT (NJRB 5-131)

This Endorsement, when affixed to a loan Policy for Land presently improved with 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.71 ALTA 30.1 - COMMERCIAL PARTICIPATION INTEREST  
ENDORSEMENT (New Jersey Variation) (NJR 5-154)

This Endorsement, when affixed to a loan Policy for Land 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.72 ALTA 31-06 SEVERABLE IMPROVEMENTS (NJR 5-133)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.73 ALTA 33-06 DISBURSEMENT (NJRB 5-134)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.74 ALTA 29.2-06 INTEREST RATE SWAP ENDORSEMENT - DIRECT OBLIGATION - DEFINED AMOUNT (NJRB 5-135)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.75 ALTA 29.3-06 INTEREST RATE SWAP ENDORSEMENT - ADDITIONAL INTEREST - DEFINED AMOUNT (NJR 5-136)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.76 ALTA 3.2 ZONING - LAND UNDER DEVELOPMENT (NJRB 5-137)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.77 ALTA 28.1 ENCROACHMENTS-BOUNDARIES AND EASEMENTS (New Jersey Variation) (NJR 5-141)

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 charge for the issuance of this Endorsement shall be \$25.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.78 ALTA 34-06 IDENTIFIED RISK COVERAGE (NJR 5-142)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.79 ALTA 35-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES – BUILDINGS (NJRB 5-143)

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 Land presently improved with a one-to-four family residence 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.80 ALTA 35.1-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES – IMPROVEMENTS (NJRB 5-144)

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 Land presently improved with a one-to-four family residence 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.81 ALTA 35.2-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES - DESCRIBED IMPROVEMENTS (NJRB 5-145)

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 Land presently improved with a one-to-four family residence 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.82 ALTA 35.3-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES - LAND UNDER DEVELOPMENT (NJRB 5-146)

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 Land presently improved with a one-to-four family residence shall be \$25.00. Otherwise, the charge for the issuance of this Endorsement is 10% of the Underwriting Charge with a minimum of \$100.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.83 ALTA 36-06 ENERGY PROJECT - LEASEHOLD/EASEMENT  
– OWNER’S (NJRB 5-147)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.84 ALTA 36.1-06 ENERGY PROJECT - LEASEHOLD/EASEMENT  
– LOAN (NJRB 5-148)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.85 ALTA 36.2-06 ENERGY PROJECT - LEASEHOLD – OWNER’S  
(NJRB 5-149)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.86 ALTA 36.3-06 ENERGY PROJECT - LEASEHOLD – LOAN (NJRB 5-150)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.87 ALTA 36.4-06 ENERGY PROJECT - COVENANTS, CONDITIONS AND RESTRICTIONS - LAND UNDER DEVELOPMENT – OWNER'S (NJRB 5-151)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.88 ALTA 36.5-06 ENERGY PROJECT - COVENANTS, CONDITIONS AND RESTRICTIONS - LAND UNDER DEVELOPMENT – LOAN (NJRB 5-152)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.89 ALTA 36.6-06 ENERGY PROJECT – ENCROACHMENTS (NJR 5-153)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.90 ALTA 37-06 ASSIGNMENT OF RENTS OR LEASES ENDORSEMENT  
(NJRB 5-155)

This Endorsement, when affixed to a loan 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.91 ALTA 12.1 AGGREGATION - STATE LIMITS - LOAN POLICY  
(NJRB 5-158)

This Endorsement, when affixed to a loan Policy or Policies insuring a mortgage which is secured by more than one parcel of Land in New Jersey, or in New Jersey and other jurisdictions, and when Policies are to be issued insuring the mortgage lien on all the parcels of Land 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 Underwriting Charge(s) for the issuance of the Policy or Policies covering the site or sites in New Jersey. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.92 ALTA 28.2-06 ENCROACHMENTS - BOUNDARIES AND EASEMENTS – DESCRIBED IMPROVEMENTS (New Jersey Variation) (NJRB 5-159)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.93 ALTA ENDORSEMENT 23-06 CO-INSURANCE-SINGLE POLICY (NJRB 5-160) AND ALTA ENDORSEMENT 23.1 CO-INSURANCE-MULTIPLE POLICIES (NJRB 5-173)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.94 ALTA 43-06 ANTI-TAINT (NJRB 5-161)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.95 NEW JERSEY CONTRACT VENDEE’S ENDORSEMENT (NJRB 5-162)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.96 NEW JERSEY OPTION ENDORSEMENT (NJRB 5-163)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.97 NEW JERSEY SURVEY ENDORSEMENT (WITHOUT SURVEY) FOR RESIDENTIAL CONDOMINIUMS AND CO-OPERATIVES (NJRB 5-164)

When the Insurer or Title Insurance Agent is requested to issue this Endorsement to its Commitment for loan or owners' Policies the charge shall be \$25.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.98 ALTA 8.2-06 - COMMERCIAL ENVIRONMENTAL PROTECTION LIEN (NJRB 5-165)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.99 ALTA 36.7-06 ENERGY PROJECT - FEE ESTATE -OWNER'S POLICY (NJRB 5-166)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.100 ALTA 36.8-06 ENERGY PROJECT - FEE ESTATE - LOAN POLICY (NJRB 5-167)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.101 ALTA 45-06 PARI PASSU (NJRB 5-168)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.102 ALTA 19.2-06 CONTIGUITY - SPECIFIED PARCELS ENDORSEMENT (NJRB 5-170)

This Endorsement, when affixed to a title insurance Policy, insures against loss or damage by reason of there being gaps, strips, or gores lying within or between specified parcels or tracts of the Land. The charge for the issuance of this Endorsement shall be \$50.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.



10.103 ALTA 28.3-06 ENCROACHMENTS - BOUNDARIES AND EASEMENTS  
- DESCRIBED IMPROVEMENTS AND LAND UNDER DEVELOPMENT  
ENDORSEMENT (New Jersey Variation) (NJRB 5-171)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.104 ALTA 26 - SUBDIVISION ENDORSEMENT (New Jersey Variation)  
(NJRB 5-176)

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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.105 NEW JERSEY PARTIAL RELEASE OF MORTGAGED PREMISES  
ENDORSEMENT. (NJRB 5-177)

The charge for the issuance of the Endorsement, when affixed to a loan Policy for Land presently improved with a one-to-four family residence, shall be \$50.00 plus the examination charge and applicable pass-through charges. Otherwise, the charge for this Endorsement shall be \$300.00 plus the examination charge and applicable pass-through charges. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.106 ALTA 39-06- POLICY AUTHENTICATION ENDORSEMENT  
(NJRB 5-178)

This Endorsement, when affixed to a Policy, prevents the Insurer from denying liability when a claim is submitted solely on the grounds that the Policy or any Endorsements issued with the Policy were issued electronically or lack signatures. Nevertheless, the Policy must contain a

Policy number and the Date of Policy must be inserted. There shall be no charge for the issuance of the Endorsement. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.107 ALTA 3.3 - ZONING - COMPLETED IMPROVEMENT – NON-CONFORMING USE – ENDORSEMENT (New Jersey Variation) (NJRB 5-179)

This Endorsement, when affixed to a Policy, insures against loss or damage sustained by the Insured resulting from a described Non-Conforming Use not being allowed by the municipality or county because the described Non-Conforming Use violates a Zoning Ordinance and a final decree of a court of competent jurisdiction either prohibiting the described Non-Conforming Use or requiring the removal or alteration of the Improvement because, at the Date of Policy, the described Non-Conforming Use violates a Zoning Ordinance with respect to certain matters described therein. The charge for the issuance of this Endorsement shall be 20% of the Standard Underwriting Rate provided in *Manual* Section 4.2 for the amount of insurance being written, with a minimum charge of \$150.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.108 ALTA 40-06 – TAX CREDIT – OWNER’S POLICY (NJRB 5-181)

This Endorsement, when affixed to an owner’s Policy insures against loss or damage, not exceeding the Amount of Insurance, sustained by the Tax

Credit Investor by a reduction in a Tax Credit that is caused solely by a defect, lien, encumbrance, or other matter insured against by the Policy, subject to certain exceptions found therein. The charge for the issuance of this Endorsement shall be \$500.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.109 ALTA 40.1-06 TAX CREDIT – DEFINED AMOUNT – OWNER’S POLICY  
(NJRB 5-182)

This Endorsement, when affixed to an owner’s Policy insures the Tax Credit Investor against loss or damage, not exceeding the Additional Amount of Insurance, sustained by the Tax Credit Investor by a reduction in a Tax Credit that is caused solely by a defect, lien, encumbrance or other matter insured against by the Policy, subject to certain exceptions found therein. The charge for the issuance of this Endorsement shall be the Standard Underwriting Charge for the Additional Amount of Insurance stated in the Endorsement calculated from dollar one with a minimum charge of \$500.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.110 ALTA 42-06 COMMERCIAL LENDER GROUP ENDORSEMENT  
(NJRB 5-183)

This Endorsement, when affixed to a loan Policy insures against loss or damage sustained by the Insured by reason of the invalidity or unenforceability of the lien of the Insured Mortgage caused by transfers

after the Date of Policy of portions of the Indebtedness by the Participants, and loss of priority of the lien of the Insured Mortgage, which loss of priority is caused by transfers after the Date of Policy of portions of the Indebtedness by the Participants, subject to certain reservations found therein. This Endorsement may only be issued if the Land is not improved with a one-to-four family residence. The charge for the issuance of this Endorsement shall be \$500.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

10.111 ALTA 34.1 IDENTIFIED EXCEPTION & IDENTIFIED RISK COVERAGE ENDORSEMENT (NJRB 5-184)

This endorsement insures against loss or damage sustained by the Insured by reason of: (A) the exercise or enforcement of an Identified Risk by 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. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.112 NEW JERSEY SOLAR ENDORSEMENT (NJRB 5-185)

When affixed to a loan Policy, this endorsement insures against loss or damage sustained by the Insured in the event the Solar Contract results in the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage.

The charge for the issuance of this Endorsement shall be \$50.00. The charge(s) under this Section are subject to the provisions of Section 3.4.1 of this *Manual*.

#### 10.113 ALTA JR 1 ENDORSEMENT (NJRB 5-187)

This Endorsement when affixed to the ALTA Residential Limited Coverage Junior Loan Policy or the ALTA Short Form Residential Limited Coverage Junior Loan Policy shows the recording information of the Identified Mortgage and insures against a) loss sustained by the Insured by reason of any document purporting to vest title recorded in the public records subsequent to the Date of Policy and on or prior to the Date of Endorsement and b) any Monetary Lien recorded in the public records subsequent to the Date of Policy and on or prior to the Date of Endorsement. The charge for this Endorsement shall be \$50.00.

#### 10.114 ALTA JR 2 FUTURE ADVANCE ENDORSEMENT (NJRB 5-188)

This Endorsement when affixed to the ALTA Residential Limited Coverage Junior Loan Policy or the ALTA Short Form Residential Limited Coverage Junior Loan Policy insures against loss or damage sustained by the Insured by reason of a future advance secured by the Identified Mortgage not having the same priority over a Monetary Lien as the Identified Mortgage. This Endorsement cannot be issued unless the ALTA Residential Limited Coverage Junior Loan Policy or the ALTA Short Form Residential Limited Coverage Junior Loan Policy has been endorsed with an ALTA JR 1 Endorsement. The charge for this Endorsement shall be \$25.00.

#### 10.115 ALTA 48 ENDORSEMENT TRIBAL WAIVERS AND CONSENTS (NJRB 5-186)

When affixed to a title insurance Policy, the Native American Tribe named in this Endorsement waives any sovereign immunity from suit; waives any defense due to failure to exhaust remedies in the courts of the Tribe; and consents to jurisdiction and venue in the federal courts of the United States of America and the courts of the state(s) where the Land is located. There is no charge for the issuance of this Endorsement.

## 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 ISSUANCE OF LEASEHOLD OWNER'S POLICY IN CONJUNCTION WITH AND AT THE SAME TIME AS ISSUANCE OF A FEE SIMPLE OWNER'S POLICY

EXAMPLE: All of the following Policies are issued in conjunction with and at the same time as each other: (a) fee simple owner's Policy for \$10 million, (b) fee simple loan Policy for \$7 million, (c) leasehold owner's Policy for \$8 million, and (d) leasehold loan Policy for \$6 million. The Underwriting Charge 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

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3.4 SIMULTANEOUSLY ISSUED POLICIES - STANDARD AND ENHANCED COVERAGE

EXAMPLE 1: 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.

EXAMPLE 2: A deed in the face amount of \$4,000,000 is recorded on January 1. The owner's Policy Underwriting Charge is \$10,350 (computed at the Standard Underwriting Rate). On February 15, a mortgage is made in the face amount of \$3,000,000. Since the mortgage was made within 60 days of the Date of Policy of the owner's Policy, the charge for issuance of the loan Policy in the amount of \$3,000,000 is \$25.00.

EXAMPLE 3: Same facts as Example No. 2, but the mortgage is not made until March 15. Since the mortgage was made more than 60 days after the Date of Policy of the owner's Policy, the Underwriting Charge for the issuance of the loan Policy is computed at the Standard Underwriting Rate, or \$8,350.00.

EXAMPLE 4: Same facts as Example No. 2, but the mortgage face amount is \$5,000,000. Since the amount of the loan Policy will exceed the amount of the owner's Policy by \$1,000,000, an additional Underwriting Charge of \$2,000 is imposed (computed at the Standard Underwriting Rate), representing the extra liability assumed under the loan Policy. The \$25.00 simultaneous-issue charge is imposed as well.

4.2. STANDARD UNDERWRITING RATE SCHEDULE

EXAMPLE 1: The Standard Underwriting Charge on a closing involving the purchase of a \$175,000 parcel of Land 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 parcel of Land 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 parcel of Land 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 Land 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