
MASTER POLICY ENDORSEMENT

NO ARBITRATION – GEORGIA, MISSOURI, MONTANA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal place of business of the Initial Insured, as designated on the Cover Page of the Policy, is located in Georgia, Missouri, or Montana, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 1 (Definitions) of the Policy is hereby amended by deleting the definition of “Applicable Law” and replacing it with the following:

Applicable Law means any controlling federal, state, local, or foreign law, statute or ordinance, common law, or any rule, regulation, judgment, order, writ, injunction, ruling, decree, agency requirement, license, or permit of any governmental authority.

2. Paragraph (a) of Section 12.2 (Limitation of Actions) is hereby amended by deleting such paragraph in its entirety and replacing it with the following:

No proceeding arising from any right of the Insured, Servicer and Beneficiary under the Policy will be entitled to be commenced unless the Insured, Servicer and Beneficiary have complied with all material conditions of the Policy (excepting conditions we expressly waive in accordance with the Policy), and unless commenced within two years after such right shall first arise. In the case of rescission, cancellation of coverage, denial of a Claim, or a reduction of the Calculated Loss or the Insurance Benefit, the two-year period will begin on the date on which we first give notice of such action for the particular Certificate(s) covered by such notice.

3. Section 15 (Dispute Resolution) of the Policy is hereby deleted in its entirety and replaced with the following:

[Reserved]

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary



Genworth Mortgage Insurance Corporation

8325 Six Forks Road
Raleigh, NC 27615
919 846.4100
800 334.9270 Toll Free

MASTER POLICY ENDORSEMENT

ARBITRATION – OKLAHOMA AND VIRGINIA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal place of business of the Initial Insured, as designated on the Cover Page of the Policy, is located in Oklahoma or Virginia, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 15 (Dispute Resolution) of the Policy is hereby amended by adding the following new Section 15.7 to the end thereof:

15.7 Conformity to Applicable Law

Notwithstanding anything to the contrary herein, if Applicable Law imposes any substantive or procedural requirements on the use of arbitration to resolve disputes, then this Section 15 (Dispute Resolution) shall be deemed to incorporate such substantive or procedural requirements.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

ALASKA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Alaska, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 1 (Definitions) of the Policy is hereby amended by deleting the definition of "Settlement Due Date" and replacing it as follows for an Insured located in Alaska:

Settlement Due Date means the date that is 30 business days after a Claim is deemed a Perfected Claim, except as otherwise set forth in the Policy.

2. Section 3.6 (Cancellation of Policy) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

3.6 Cancellation of Policy

This Policy may be cancelled by the Initial Insured at any time upon not less than 10 days' prior notice, or by us, at any time upon not less than 60 days' prior notice, provided however, that once coverage on a Certificate has become effective, this Policy will remain in full force and effect with respect to any Commitment or Certificate issued prior to such cancellation, so long as all Premium due thereon is paid and the other conditions and obligations contained in this Policy and the related Commitment and Certificate have been complied with.

3. Section 4.2(a) (Notice of Remedy) of the Policy is hereby amended by adding the following new sentence to the end thereof:

The Company shall issue any Company Cancellation Notice at least 60 days in advance of the effective date of cancellation, provided, however we will have no obligation to pay any Insurance Benefit for a Claim arising from a Default occurring after the date that the event or noncompliance giving rise to our Rescission Notice or Company Cancellation Notice first occurred.

4. Section 9.1(a) (Time for Submission) is hereby amended by adding the following new sentence to the end thereof:

Notwithstanding anything to the contrary contained herein, no Claim may be denied based upon the Servicer's or Beneficiary's failure to provide notice to the Company, unless this failure operates to prejudice the rights of the Company.

5. Section 9.1(c) (Supplemental Claim) of the Policy is hereby amended by deleting such section in its entirety and replacing it as follows for an Insured located in Alaska:

Supplemental Claim

Within 90 days after payment of an Insurance Benefit, the Servicer or Beneficiary will be entitled to submit a supplemental Claim for allowable Advances incurred prior to the date the initial Claim was submitted and actually paid by the Servicer or Beneficiary prior to the submission of the supplemental Claim, but not included in the initial Claim, provided however, nothing herein will be deemed to entitle the Servicer or Beneficiary to seek a supplemental or additional payment of anything other than such Advances. Advances are allowable if they would have been included in the Calculated Loss under Section 9.3(c) (Advances). If the supplemental Claim for Advances and all required documentation related thereto are submitted within the 90-day period required by this paragraph, we will pay any such amounts determined to be payable under this Policy within 30 business days of receipt of the supplemental Claim. If the Insurance Benefit is calculated pursuant to the Percentage Option, the Percentage Option will also be used to calculate the amount of any benefit payable under the supplemental Claim. Any reduction applied to the Calculated Loss or Insurance Benefit paid on the initial Claim shall be applied to the supplemental Claim.

6. Section 12.2 (Limitation of Actions) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

(a) **Generally.** No arbitration or other proceeding arising from any right of the Insured, Servicer and Beneficiary under the Policy will be entitled to be commenced unless the Insured, Servicer and Beneficiary have complied with all material conditions of the Policy (excepting conditions we expressly waive in accordance with the Policy), and unless commenced within 2 years after such right shall first arise. In the case of rescission, cancellation of coverage, denial of a Claim, or a reduction of the Calculated Loss or the Insurance Benefit, the 2-year period will begin on the date on which we first give notice of such action for the particular Certificate(s) covered by such notice.

(b) **State-Specific Limitations.** Notwithstanding the foregoing paragraph (a) of this Section 12.2 (Limitation of Actions), if the principal business address of the Initial Insured, as indicated on the cover page of this Policy, is located in the state indicated below, the following shall apply:

Alaska: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 3 years from the issuance of the Claim Denial Notice.

Utah: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 3 years.

Arkansas and Kansas: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 5 years.

Michigan: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 6 years.

Missouri: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 10 years.

7. Section 15.4 (Arbitration Procedure) of the Policy is hereby amending by adding the following new sentence to the end thereof:

Notwithstanding anything to the contrary contained herein, arbitrator's expenses and fees, along with other expenses, shall be paid as provided in the award.

8. Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

Governing Law; Conformity to Statute

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Alaska without regard to any choice of law provisions.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT CANCELLATION - ALABAMA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Alabama, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 3.6 (Cancellation of Policy) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

This Policy may be cancelled by the Initial Insured, at any time, or by us, at any time upon not less than 30 days' prior notice, provided however, that once coverage on a Certificate has become effective, this Policy will remain in full force and effect with respect to any Commitment or Certificate issued prior to such cancellation, so long as all Premium due thereon is paid and the other conditions and obligations contained in this Policy and the related Commitment and Certificate have been complied with.

2. Section 4.2(a) (Notice of Remedy) of the Policy is hereby amended by adding the following new sentence to the end thereof:

The Company shall issue any Company Cancellation Notice at least 30 days in advance of the effective date of cancellation.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

ARBITRATION – ARKANSAS

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal place of business of the Initial Insured, as designated on the Cover Page of the Policy, is located in Arkansas, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 15.1 (Arbitration Required) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

15.1 Arbitration Permitted

Any dispute, controversy or claim arising out of or relating to this Policy, or the breach, interpretation or construction thereof, may be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date the request for arbitration is made, if agreed to in writing by us and the other party to such dispute.

2. Section 15.5 (Finality of Decision) of the Policy is hereby deleted in its entirety and replaced with the following:

15.5 [Reserved]

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary



Genworth Mortgage Insurance Corporation

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Raleigh, NC 27615
919 846.4100
800 334.9270 Toll Free

MASTER POLICY ENDORSEMENT

ARBITRATION – KANSAS

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal place of business of the Initial Insured, as designated on the Cover Page of the Policy, is located in Kansas, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 15.1 (Arbitration Required) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

15.1 Arbitration Permitted

Any dispute, controversy or claim arising out of or relating to this Policy, or the breach, interpretation or construction thereof, may be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date the request for arbitration is made, if agreed to in writing by us and the other party to such dispute.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

ARBITRATION – WEST VIRGINIA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in West Virginia, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 15 (Dispute Resolution) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

15 DISPUTE RESOLUTION

15.1 Arbitration Permitted

If we and the Insured or Beneficiary(as applicable) do not agree whether coverage is provided under this Policy for a Claim made by or against the Insured, both parties may, by mutual consent, agree in writing to arbitration to the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction.

Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations is located. Local rules of law as to procedure and evidence will apply.

A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

15.2 Inapplicability to GSE Beneficiary

Notwithstanding anything to the contrary in this Policy, unless expressly agreed to in writing by a GSE Beneficiary, neither this Section 15 (Dispute Resolution) nor any other provision of this Policy shall be construed to require any GSE Beneficiary to submit to arbitration hereunder and any decision rendered by an arbitrator relating to this Policy shall have no applicability to or be of any force or effect against any GSE Beneficiary, unless such GSE Beneficiary consented in writing to the arbitration.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

SAMPLE



Genworth Mortgage Insurance Corporation

8325 Six Forks Road
Raleigh, NC 27615
919 846.4100
800 334.9270 Toll Free

MASTER POLICY ENDORSEMENT DISTRICT OF COLUMBIA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in the District of Columbia, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 3.6 (Cancellation of Policy) of the Policy is hereby amended by deleting the initial phrase "This Policy may be cancelled by the Initial Insured, at any time, or by us, at any time upon not less than 10 days' prior notice," and replacing it with the following:

This Policy may be cancelled by the Initial Insured, at any time, or by us, at any time upon not less than 30 days' prior notice,

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

FLORIDA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal place of business of the Initial Insured, as designated on the Cover Page of the Policy, is located in Florida, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 12.2 (Limitation of Actions) of the Policy is hereby amended by deleting Section 12.2 in its entirety and replacing it with the following:

(a) **Generally.** No arbitration or other proceeding arising from any right of the Insured, Servicer and Beneficiary under the Policy will be entitled to be commenced unless the Insured, Servicer and Beneficiary have complied with all material conditions of the Policy (excepting conditions we expressly waive in accordance with the Policy), and unless commenced within 2 years after such right shall first arise. In the case of rescission, cancellation of coverage, denial of a Claim, or a reduction of the Calculated Loss or the Insurance Benefit, the 2-year period will begin on the date on which we first give notice of such action for the particular Certificate(s) covered by such notice.

(b) **State-Specific Limitations.** Notwithstanding the foregoing paragraph (a) of this Section 12.2 (Limitation of Actions), if the principal business address of the Initial Insured, as indicated on the cover page of this Policy, is located in the state indicated below, the following shall apply:

Alaska, North Dakota and Utah: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 3 years.

Arkansas, Kansas and Florida: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 5 years.

Michigan: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 6 years.

Missouri: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 10 years.

2. Section 15.1 (Arbitration Required) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

15.1 Arbitration Permitted

At the time of dispute, if we and the insured agree in writing, any dispute, controversy or claim arising out of or relating to this Policy, or the breach, interpretation or construction thereof, may be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date the request for arbitration is made.

3. Section 15.5 (Finality of Decision) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

15.5 Agreement to Finality of Decision

Provided that the parties have agreed to arbitration pursuant to Section 15.1, the decision of the arbitrator(s) shall be final and binding upon the Insured, the Beneficiary, and us, and judgment upon the award may be entered in any court having jurisdiction thereof.

4. Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

18 Governing Law; Conformity to Statute

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Florida without regard to any choice of law provisions.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

GEORGIA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal place of business of the Initial Insured, as designated on the Cover Page of the Policy, is located in Georgia, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 3.6 (Cancellation of Policy) of the Policy is hereby deleted in its entirety and replaced with the following:

3.6 CANCELLATION OF POLICY

This Policy may be cancelled by the Initial Insured, at any time, or by us, upon not less than 30 days' prior notice, provided however, that once coverage on a Certificate has become effective, this Policy will remain in full force and effect with respect to any Commitment or Certificate issued prior to such cancellation, so long as all Premium due thereon is paid and the other conditions and obligations contained in this Policy and the related Commitment and Certificate have been complied with.

2. Section 4.2(a) (Notice of Remedy) of the Policy is hereby amended by adding the following new sentence to the end thereof:

The Company shall issue any Company Cancellation Notice at least 45 days in advance of the effective date of cancellation.

3. Section 4.2(b) (Premium Refund) of the Policy is hereby deleted in its entirety and replaced with the following:

Premium Refund. If we cancel coverage on a Certificate pursuant to a Company Cancellation Notice or deny a Claim pursuant to a Claim Denial Notice, we will refund to the Servicer, unless otherwise directed by the GSE Beneficiary, all Premium received for the time period after the occurrence of the event giving rise to the right of cancellation or denial, if any, and otherwise in accordance with our Premium refund schedule or policies applicable to the Certificate, which in any event shall be determined on no less than a pro rata basis. If we rescind coverage on a Certificate pursuant to a Rescission Notice, we will refund all Premium received, if any, in connection with the Certificate to the Servicer,

4. Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby deleted in its entirety and replaced with the following:

18 GOVERNING LAW; CONFORMITY TO STATUTE

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Georgia

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

ILLINOIS

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal place of business of the Initial Insured, as designated on the Cover Page of the Policy, is located in Illinois, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 1 (Definitions) of the Policy is hereby amended by deleting the definition of "Settlement Due Date" and replacing it as follows for an Insured located in Illinois:

Settlement Due Date means the date that is 30 days after a Claim is deemed a Perfected Claim, except as otherwise set forth in the Policy.

2. Section 3.6 (Cancellation of Policy) of the Policy is hereby deleted in its entirety and replaced with the following:

3.6 CANCELLATION OF POLICY

a. This Policy may be cancelled by the Initial Insured, at any time, or by us, in accordance with Section 3.6(b) below, upon not less than 30 days' prior written notice if the policy has been in effect for 60 days or less or 60 days' prior written notice if the Policy has been in effect for 61 days or more, provided however, that once coverage on a Certificate has become effective, this Policy will remain in full force and effect with respect to any Commitment or Certificate issued prior to such cancellation, so long as all Premium due thereon is paid and the other conditions and obligations contained in this Policy and the related Commitment and Certificate have been complied with.

b. Subject to subparagraph (a) above, after a Policy has been in effect for 61 days or more, we may cancel the Policy only in the event that one of the following exists or occurs:

- (i) Nonpayment of Premium;
- (ii) the Policy was obtained through a material misrepresentation;
- (iii) any Initial Insured, Insured, Servicer, or Beneficiary violated any of the material terms and conditions of the Policy;
- (iv) the risk originally accepted has measurably increased;
- (v) certification to the Director of the loss of reinsurance by the insurer which provided coverage to the insurer for all or a substantial part of the underlying risk insured; or
- (iv) a determination by the Illinois director of insurance that continuation of the policy could place us in violation of the insurance laws of the State of Illinois.

c. Notices under this section 3.6 by us cancelling the Policy shall be mailed by us to the named Insured and the Servicer at the last mailing address known by us.

3. Section 12.2 (Limitation of Actions) of the Policy is hereby amended by deleting Section 12.2(a) in its entirety and replacing it with the following:

(a) Generally. No arbitration or other proceeding arising from any right of the Insured, Servicer and Beneficiary under the Policy will be entitled to be commenced unless the Insured, Servicer and Beneficiary have complied with all material conditions of the Policy (excepting conditions we expressly waive in accordance with the Policy), and unless commenced within 2 years after such right shall first arise, excluding the actual time of the Claim Settlement Period. In the case of rescission, cancellation of coverage, denial of a Claim, or a reduction of the Calculated Loss or the Insurance Benefit, the 2-year period will begin on the date on which we first give notice of such action for the particular Certificate(s) covered by such notice.

4. Section 15.1 (Arbitration Required) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

15.1 Arbitration Permitted

Although not required, any dispute, controversy or claim arising out of or relating to this Policy, or the breach, interpretation or construction thereof, may be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date the request for arbitration is made, if agreed to in writing by us and the other party to such dispute.

5. Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Illinois.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

KANSAS

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal place of business of the Initial Insured, as designated on the Cover Page of the Policy, is located in Kansas, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 3.6 (Cancellation of Policy) of the Policy is hereby deleted in its entirety and replaced with the following:

3.6 Cancellation of Policy

a. This Policy may be cancelled by the Initial Insured, at any time, or by us, in accordance with Section 3.6(b) below, upon not less than 30 days' prior notice, provided however, that once coverage on a Certificate has become effective, this Policy will remain in full force and effect with respect to any Commitment or Certificate issued prior to such cancellation, so long as all Premium due thereon is paid and the other conditions and obligations contained in this Policy and the related Commitment and Certificate have been complied with.

b. Subject to subparagraph (a) above, we may cancel the Policy in the event that any of the following exists or occurs:

- (i) Nonpayment of premium;
- (ii) the Policy was issued because of a material misrepresentation;
- (iii) any Initial Insured, Insured, Servicer, or Beneficiary violated any of the material terms and conditions of the Policy;
- (iv) unfavorable underwriting factors, specific to the Initial Insured, exist that were not present at the inception of the Policy;
- (v) a determination by the Kansas commissioner of insurance that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of this state; or
- (vi) a determination by the Kansas commissioner of insurance that we no longer have adequate reinsurance to meet our needs.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

SAMPLE



Genworth Mortgage Insurance Corporation

8325 Six Forks Road
Raleigh, NC 27615
919 846.4100
800 334.9270 Toll Free

MASTER POLICY ENDORSEMENT

KENTUCKY

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Kentucky, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Kentucky without regards to any choice of law provisions.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

Section 15.1 (Arbitration Required) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

15.1 Arbitration Permitted

At the time of dispute, if we and the insured agree in writing, any dispute, controversy or claim arising out of or relating to this Policy, or the breach, interpretation or construction thereof, may be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date the request for arbitration is made.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

MARYLAND

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Maryland, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 3.6 (Cancellation of Policy) of the Policy is hereby deleted in its entirety and replaced it with the following:

3.6 CANCELLATION OF THE POLICY

- a. This Policy may be cancelled by the Initial Insured, at any time, or by us, at any time upon not less than 45 days' prior written notice, provided however, that once coverage on a Certificate has become effective, this Policy will remain in full force and effect with respect to any Commitment or Certificate issued prior to such cancellation, so long as all Premium due thereon is paid and the other conditions and obligations contained in this Policy and the related Commitment and Certificate have been complied with.
- b. Subject to subparagraph (a) above, we may cancel the Policy in the event that any of the following exists or occurs:
 - (i) a material misrepresentation or fraud in connection with the application, policy, or presentation of claim; or
 - (ii) a matter or issue related to the risk that constitutes a threat to public safety; or
 - (iii) a change in the condition of the risk that results in an increase in the hazard insured against; or
 - (iv) for nonpayment of premium.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

MAINE

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal place of business of the Initial Insured, as designated on the Cover Page of the Policy, is located in Maine, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 3.6 (Cancellation of Policy) of the Policy is hereby deleted in its entirety and replaced with the following:

3.6 Cancellation of Policy

(a) This Policy may be cancelled by the Initial Insured, at any time, or by us, in accordance with Section 3.6(b) below, upon not less than 30 days' prior notice, provided however, that once coverage on a Certificate has become effective, this Policy will remain in full force and effect with respect to any Commitment or Certificate issued prior to such cancellation, so long as all Premium due thereon is paid and the other conditions and obligations contained in this Policy and the related Commitment and Certificate have been complied with.

(b) Subject to subparagraph (a) above, we may cancel the Policy in the event that any of the following exists or occurs:

- (i) Nonpayment of Premium;
- (ii) Fraud or material misrepresentation made by or with the knowledge of the named Insured in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;
- (iii) Substantial change in the risk which increases the risk of loss after the insurance coverage has been issued or renewed, including but not limited to an increase in exposure as a result of rules, legislation or court decision;
- (iv) Failure to comply with reasonable loss control recommendations;
- (v) Substantial breach of contract duties, conditions or warranties.

2. Section 15.4 (Arbitration Procedure) of the Policy is hereby deleted in its entirety and replaced with the following:

15.4 Arbitration Procedure

The arbitration shall be held at the time and place agreed upon by the parties or, in the absence of such agreement, the locale for the arbitration will be the county in which the principal place of business of the Insured is located. The decision of the arbitrator(s) shall be made in accordance with the terms of this Policy and the law of

the jurisdiction specified in Section 18 (Governing Law; Conformity to Statute). Absent any other agreement by the parties, the arbitrator or arbitrators shall issue a standard award.

3. Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

18 Governing Law; Conformity to Statute

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Maine without regard to any choice of law provisions.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary



Genworth Mortgage Insurance Corporation

8325 Six Forks Road
Raleigh, NC 27615
919 846.4100
800 334.9270 Toll Free

MASTER POLICY ENDORSEMENT

MISSOURI

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Missouri, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 9.1(a) (Time for Submission) is hereby amended by adding the following sentence to the end of the section:

Notwithstanding anything to the contrary contained herein, no Claim may be denied based upon the Insured's or Beneficiary's failure to provide notice to the Company, unless this failure operates to prejudice the rights of the Company.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

MONTANA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Montana, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. **Section 2.5** (Reinstatement) of the Policy is hereby amended by deleting the last sentence and replacing it with the following:

We will consider any request to reinstate coverage after the expiration of the applicable grace period set forth in the Servicing Guide; however, we may decline the request at our discretion.

2. **Section 3.6** (Cancellation of Policy) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

This Policy may be cancelled by the Initial Insured at any time upon not less than 10 days' prior notice, or by us, at any time upon not less than 45 days' prior notice, provided however, that once coverage on a Certificate has become effective, this Policy will remain in full force and effect with respect to any Commitment or Certificate issued prior to such cancellation, so long as all Premium due thereon is paid and the other conditions and obligations contained in this Policy and the related Commitment and Certificate have been complied with.

3. **Section 18** (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Montana without regard to any choice of law provisions.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

4. **Section 19** (Interpretation) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

When a reference is made in this Policy to a Section, a clause or a paragraph, that reference is to a Section, or a clause or paragraph of this Policy unless otherwise indicated. The table of contents and headings contained in this Policy are for reference purposes only and will not affect in any way the meaning or interpretation of this Policy,

including when such headings are set forth as part of cross references. Any reference to the Eligibility Criteria, Servicing Guide or Underwriting Requirements will be to the version in effect at the time specified in this Policy, and if no time is specified, will be to the version in effect at the time when an action is taken by reference to the Eligibility Criteria, Servicing Guide or Underwriting Requirements. Whenever a provision of this Policy requires that approval be requested or given, such request or approval shall be made in any form of written communication and may be requested or given in any manner and format approved for such communication in our Servicing Guide. If this Policy provides for an exception to an Exclusion, by satisfaction of a condition or otherwise, the Insured will be responsible to demonstrate that all circumstances necessary to establish such exception actually exist.

Whenever the words "include," "includes" or "including" are used in this Policy, they will be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. The words "hereof," "herein" and "hereunder" and words of like import used in this Policy shall refer to this Policy as a whole and not to any particular provision of this Policy. The words "shall" and "will" as used in this Policy have the same meaning, which is to create an obligation, requirement or rule. Whenever the singular is used herein, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. Any reference to "days" means calendar days unless Business Days are specified.

If any action under this Policy is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to any statute, rule, standard, regulation or other law will be deemed to include a reference to the corresponding rules and regulations, if any, and each of them as amended, modified, supplemented, consolidated, replaced or rewritten from time to time. References to any section of any statute, rule, standard, regulation or other law will be deemed to include any successor to such section. By obtaining insurance for any Loan under this Policy, the Initial Insured agrees, and by becoming a Beneficiary, any Beneficiary agrees, that no provision of this Policy will be used to seek to establish any proposition about the meaning of any other insurance policy of the Company.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

LIMITATION OF ACTION – NORTH CAROLINA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in North Carolina, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 12.2 (Limitation of Actions) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

(a) **Generally.** No arbitration or other proceeding arising from any right of the Insured, Servicer and Beneficiary under the Policy will be entitled to be commenced unless the Insured, Servicer and Beneficiary have complied with all material conditions of the Policy (excepting conditions we expressly waive in accordance with the Policy), and unless commenced within 2 years after such right shall first arise. In the case of rescission, cancellation of coverage, denial of a Claim, or a reduction of the Calculated Loss or the Insurance Benefit, the 2-year period will begin on the date on which we first give notice of such action for the particular Certificate(s) covered by such notice.

(b) **State-Specific Limitations.** Notwithstanding the foregoing paragraph (a) of this Section 12.2 (Limitation of Actions), if the principal business address of the Initial Insured, as indicated on the cover page of this Policy, is located in the state indicated below, the following shall apply:

Alaska, North Carolina and Utah: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 3 years.

Arkansas and Kansas: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 5 years.

Michigan: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 6 years.

Missouri: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 10 years.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

LIMITATION OF ACTION – NORTH DAKOTA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in North Dakota, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 12.2 (Limitation of Actions) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

(a) **Generally.** No arbitration or other proceeding arising from any right of the Insured, Servicer and Beneficiary under the Policy will be entitled to be commenced unless the Insured, Servicer and Beneficiary have complied with all material conditions of the Policy (excepting conditions we expressly waive in accordance with the Policy), and unless commenced within 2 years after such right shall first arise. In the case of rescission, cancellation of coverage, denial of a Claim, or a reduction of the Calculated Loss or the Insurance Benefit, the 2-year period will begin on the date on which we first give notice of such action for the particular Certificate(s) covered by such notice.

(b) **State-Specific Limitations.** Notwithstanding the foregoing paragraph (a) of this Section 12.2 (Limitation of Actions), if the principal business address of the Initial Insured, as indicated on the cover page of this Policy, is located in the state indicated below, the following shall apply:

Alaska, North Dakota and Utah: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 3 years.

Arkansas and Kansas: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 5 years.

Michigan: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 6 years.

Missouri: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 10 years.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

SAMPLE



Genworth Mortgage Insurance Corporation

8325 Six Forks Road
Raleigh, NC 27615
919 846.4100
800 334.9270 Toll Free

MASTER POLICY ENDORSEMENT

NEVADA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Nevada, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Nevada without regards to any choice of law provisions.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

Section 15.1 (Arbitration Required) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

15.1 Arbitration Permitted

Although not required, any dispute, controversy or claim arising out of or relating to this Policy, or the breach, interpretation or construction thereof, may be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date the request for arbitration is made, if agreed to in writing by us and the other party to such dispute.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy or any endorsement thereto, other than to the extent expressly set forth above.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

Authorized Representative*

**To be countersigned by our duly authorized representative to the extent required by Applicable Law.*



Genworth Mortgage Insurance Corporation

8325 Six Forks Road
Raleigh, NC 27615
919 846.4100
800 334.9270 Toll Free

MASTER POLICY ENDORSEMENT

GOVERNING LAW – NEW YORK

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as designated on the Cover Page of this Policy, is located in New York, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting the text of such section in its entirety and replacing it with the following:

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of New York.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary



Genworth Mortgage Insurance Corporation

8325 Six Forks Road
Raleigh, NC 27615
919 846.4100
800 334.9270 Toll Free

MASTER POLICY ENDORSEMENT

OHIO

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Ohio, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Ohio without regard to any choice of law provisions.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

OKLAHOMA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Oklahoma, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 1 (Definitions) of the Policy is hereby amended by deleting the definition of "Rescission Notice" and replacing it with the following:

Rescission Notice means our notification to the Servicer and the Beneficiary that we have exercised our right of rescission on a Certificate which results in our release from all liability arising from, in connection with, and related to the Commitment or Certificate, whether arising prior to, on or after the date of delivery of such notice.

2. Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Oklahoma without regard to any choice of law provisions.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

OREGON

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Oregon, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Oregon without regards to any choice of law provisions.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

Section 15.1 (Arbitration Required) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

15.1 Arbitration Permitted

At the time of dispute, if we and the insured agree in writing, the matter may be arbitrated at a location as agreed upon and subject to the provisions of Oregon law. Any dispute, controversy or claim arising out of or relating to this Policy, or the breach, interpretation or construction thereof, may be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date the request for arbitration is made.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

SOUTH DAKOTA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal place of business of the Initial Insured, as designated on the Cover Page of the Policy, is located in South Dakota, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. Section 3.6 (Cancellation of Policy) is hereby amended by deleting such section in its entirety and replacing it with the following:
 - a. This Policy may be cancelled by the Initial Insured at any time, or by us in accordance with Section 3.6(b) below, upon not less than 20 days' prior written notice including the specific reasons for the cancellation, provided however, that once coverage on a Certificate has become effective, this Policy will remain in full force and effect with respect to any Commitment or Certificate issued prior to such cancellation, so long as all Premium due thereon is paid and the other conditions and obligations contained in this Policy and the related Commitment and Certificate have been complied with
 - b. Subject to subparagraph (a) above, after sixty days from the effective date of Policy issuance, we may cancel the Policy in the event that any of the following exists or occurs:
 - (a) Nonpayment of Premium;
 - (b) Discovery of fraud or material misrepresentation made by or with the knowledge of the Initial Insured, Insured, Servicer or Beneficiary, as the case may be, in obtaining the Policy, continuing the Policy, or in presenting a claim under the Policy;
 - (c) Discovery of acts or omissions on the part of the Initial Insured, Insured, Servicer or Beneficiary, as the case may be, which increase any hazard insured against;
 - (d) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;
 - (e) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
 - (f) A determination by the Director of the South Dakota Division of Insurance that the continuation of the Policy would jeopardize our solvency or would place us in violation of the insurance laws of this state;
 - (g) Violation or breach by any Initial Insured, Insured, Servicer, or Beneficiary, as the case may be of any Policy terms or conditions; or
 - (h) Such other reasons as are approved by the Director of the South Dakota Division of Insurance.
2. Section 4.2(a) Notice of Remedy) of the Policy is hereby amended by adding the following new sentence to the end thereof:

We shall issue any Company Cancellation Notice at least 20 days in advance of the effective date of such cancellation.

3. Section 12.2 (Limitation of Actions) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

(a) **Generally.** No proceeding arising from any right of the Insured, Servicer and Beneficiary under the Policy will be entitled to be commenced unless commenced within 2 years after such right shall first arise. In the case of rescission, cancellation of coverage, denial of a Claim, or a reduction of the Calculated Loss or the Insurance Benefit, the 2-year period will begin on the date on which we first give notice of such action for the particular Certificate(s) covered by such notice.

(b) **State-Specific Limitations.** Notwithstanding the foregoing paragraph (a) of this Section 12.2 (Limitation of Actions), if the principal business address of the Initial Insured, as indicated on the cover page of this Policy, is located in the state indicated below, the following shall apply:

Alaska, North Carolina, North Dakota and Utah: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 3 years.

Arkansas and Kansas: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 5 years.

Michigan and South Dakota: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 6 years.

Missouri: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 10 years.

4. Section 15 (Dispute Resolution) of the Policy is hereby amended by deleting the provisions of such section in their entirety.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary



Genworth Mortgage Insurance Corporation

8325 Six Forks Road
Raleigh, NC 27615
919 846.4100
800 334.9270 Toll Free

MASTER POLICY ENDORSEMENT

GOVERNING LAW – TENNESSEE

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Tennessee, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Tennessee without regard to any choice of law provisions.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

MASTER POLICY ENDORSEMENT

TEXAS

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Texas, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 10.1 (Company Options) of the Policy is hereby amended by adding the following to the end of the last paragraph:

The Insurance Benefit will not be reduced by any Premium due but unpaid as described in clause (y) of this paragraph unless the Insured agrees to such reduction. If the Insured does not agree to such reduction, the Insured must remit the Premium due to us prior to payment of the Insurance Benefit.

Section 12.2 (Limitation of Actions) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

(a) Generally. No arbitration or other proceeding arising from any right of the Insured, Servicer and Beneficiary under the Policy will be entitled to be commenced unless the Insured, Servicer and Beneficiary have complied with all material conditions of the Policy (excepting conditions we expressly waive in accordance with the Policy), and unless commenced within 2 years after such right shall first arise. In the case of rescission, cancellation of coverage, denial of a Claim, or a reduction of the Calculated Loss or the Insurance Benefit, the 2-year period will begin on the date on which we first give notice of such action for the particular Certificate(s) covered by such notice.

(b) State-Specific Limitations. Notwithstanding the foregoing paragraph (a) of this Section 12.2 (Limitation of Actions), if the principal business address of the Initial Insured, as indicated on the cover page of this Policy, is located in the state indicated below, the following shall apply:

Texas: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 2 years and 1 day.

Alaska and Utah: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 3 years.

Arkansas and Kansas: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 5 years.

Michigan: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 6 years.

Missouri: The 2-year period described in paragraph (a) of this Section 12.2 (Limitation of Actions) shall be extended to 10 years.

Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Texas without regard to any choice of law provisions.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Genworth Mortgage Insurance Corporation's toll free number for information or to make a complaint at:

800 334.9270

You may also write to Genworth Mortgage Insurance Corporation at:

Customer Insurance Services
Genworth Mortgage Insurance Corporation
8325 Six Forks Road
Raleigh, NC 27615

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800 252.3439

You may write the Texas Department of Insurance, P.O. Box 149104, Austin, TX 78714-9014, Fax no. 512 475.1771.
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

Premium or Claims Disputes:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Attached This Notice To Your Policy:

This notice is for information only and does not become part of condition to the attached document.



Genworth Mortgage Insurance Corporation

8325 Six Forks Road
Raleigh, NC 27615
919 846.4100
800 334.9270 Toll Free

MASTER POLICY ENDORSEMENT

UTAH

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Utah, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 4.1(n) (Late Claim Submission) is hereby amended by deleting such section in its entirety and replacing it with the following:

Late Claim Submission. A Claim is submitted after the 60-day period required by Section 9.1(a) (Time for Submission), in which case we may exclude from the Calculated Loss any interest accruing and Advances incurred after such 60-day period. If the Claim is submitted more than 120 days after expiration of the 60-day period we may issue a Claim Denial Notice denying the Claim in full. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy or any endorsement thereto, other than to the extent expressly set forth above, provided however if the Insured shows that it was not reasonably possible to submit the claim within this time period but does submit the claim as soon as reasonably possible the claim shall be considered pursuant to the terms and conditions of this policy notwithstanding this section 4.1(n)

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary



Genworth Mortgage Insurance Corporation

8325 Six Forks Road
Raleigh, NC 27615
919 846.4100
800 334.9270 Toll Free

MASTER POLICY ENDORSEMENT

VIRGINIA

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as designated on the Cover Page of this Policy, is located in Virginia, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 18 (Governing Law; Conformity to Statute) of the Policy is hereby amended by deleting the text of such section in its entirety and replacing it with the following:

All matters arising under or relating to this Policy will be determined exclusively in accordance with the laws of Virginia.

Any provision of this Policy which is in conflict with law that governs this Policy is hereby amended to conform to the minimum requirements of that law, it being the intention of the Initial Insured and us that the specific provisions of this Policy will be controlling whenever possible.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary



Genworth Mortgage Insurance Corporation

8325 Six Forks Road
Raleigh, NC 27615
919 846.4100
800 334.9270 Toll Free

MASTER POLICY ENDORSEMENT

VERMONT

Policy Issued To:

Attached to and Forming Part
of Master Policy No:

Effective Date of Master Policy: 10.01.2014

Effective Date of Endorsement: 10.01.2014

If the principal business address of the Initial Insured, as indicated on the Cover Page of this Policy, is located in Vermont, it is understood and agreed that the above-captioned Master Policy is hereby amended as set forth below. Capitalized terms used and not defined in this Endorsement have the meanings set forth in the Policy.

Section 15.1 (Arbitration Required) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

15.1 Arbitration Permitted

Although not required, any dispute, controversy or claim arising out of or relating to this Policy, or the breach, interpretation or construction thereof, may be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date the request for arbitration is made, if agreed to in writing by us and the other party to such dispute.

* * *

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy or any endorsement thereto, other than to the extent expressly set forth above.

IN WITNESS WHEREOF, we have caused this Endorsement to be signed by our duly authorized officers in facsimile.

President

Secretary