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**MASTER POLICY ENDORSEMENT**  
**INSURED LOANS SUBJECT TO RESALE RESTRICTIONS OR**  
**LOCATED ON LAND OWNED BY COMMUNITY LAND TRUSTS**

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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

Restrictions on the resale of a Property can be a useful tool to promote and sustain the availability of affordable housing. We are willing to insure certain Loans that are subject to resale restrictions, including certain restrictions that survive Appropriate Proceedings (e.g., foreclosure or a deed-in-lieu of foreclosure conveyance).

On those Loans with resale restrictions that are Originated as part of an affordable housing program that we have approved for insurance (as indicated by our written approval letter to the Initial Insured, or our Underwriting Requirements), it is hereby understood and agreed that the above-captioned Master Policy is amended as set forth below. Terms used and not defined in this Endorsement have the meanings set forth in the Policy.

1. The definition of Good and Marketable Title set forth in Section 1 (Definitions) of the Policy is hereby deleted in its entirety and replaced with the following:

**Good and Marketable Title** means title to a Property that is readily able to be sold and freely transferable and that is free and clear of all liens, defects, encumbrances and tenancies, including rights of parties in possession and rights of redemption, except for the following and any other exceptions that we approve for that Property:

- (i) the lien of general real estate taxes and other public charges and assessments for the current year not yet due and payable;
- (ii) easements for public utilities, recorded building and use restrictions, and the effect of building laws or regulations with which the improvements on the Property comply and that do not impair the use of the Property;
- (iii) Any resale restrictions imposed in connection with an approved affordable housing program as permitted under our Underwriting Requirements or in our written approval letter to the Initial Insured; and
- (iv) Any rights of a community land trust organization in an approved arrangement permitted under our Underwriting Requirements where the Property is subject to a long-term ground lease in favor of the Borrower; provided, however, that Good and Marketable Title does not exist if (x) there is a lien on the Property under Applicable Law in connection with an Environmental Condition or Impairment, or if notice has been given of commencement of proceedings which could result in the imposition of a lien on the Property pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601, *et seq.*), or any other Applicable Law, or (y) convenient means of ingress and egress or freely alienable rights to the use and enjoyment of municipal or private sources of water and means of sewage disposal are not conveyed, whether such rights are by easement or covenant running with the Property reflected in the public records.

2. The definition of Origination Valuation set forth in Section 1 (Definitions) of the Policy is hereby deleted in its entirety and replaced with the following:

**Origination Valuation** means the value of a Property as represented in an Insurance Application.

Notwithstanding anything to the contrary contained herein or in the Policy, if Origination transactions involve a Property that had resale restrictions or community land trust organization rights that did not survive Appropriate Proceedings, then the Origination Valuation may, at the Initial Insured's option, be determined by the appraised value, without regard to such resale restrictions, provided that the Initial Insured has advised us that such resale restrictions did not survive Appropriate Proceedings.

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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