

# ALTA ENDORSEMENT 29.2-06 Swap

## Interest Rate

### Direct Obligation Defined Amount

Issued by:  **Commonwealth**  
LAND TITLE INSURANCE COMPANY

File No.: 6619729

Attached to and made a part of Policy No.:

1. The insurance provided by this endorsement is subject to the exclusions in Section 3 of this endorsement, the Exclusions from Coverage in the Policy, the Exceptions from Coverage contained in Schedule B, and the Conditions. As used in this endorsement:
  - a. "Date of Endorsement" is [enddate];
  - b. "Swap Obligation" means a monetary obligation under the interest rate exchange agreement dated [agreementdate], between [between] and the Insured existing at Date of Endorsement and secured by the Insured Mortgage. The Swap Obligation is included as a part of the Indebtedness.
  - c. "Additional Amount of Insurance" is [addinsamount] that is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage under this endorsement.
2. The Company insures against loss or damage sustained by the Insured, not to exceed the Additional Amount of Insurance, 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.
3. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:
  - a. rights or obligations set, created or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;
  - b. the stay, rejection, or avoidance of the lien of the Insured Mortgage as security for the Swap Obligation, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws;
  - c. the calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Swap Obligation; or
  - d. the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar intangible taxes were not paid or

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

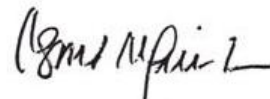
**IN WITNESS WHEREOF**, the Company has caused this Endorsement to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

Dated:



By:



Countersigned:

President

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TIRBOP-PA ENDORSEMENT 1331 (ALTA Endorsement 29.2-06) (Interest Rate Swap ? Direct Obligation ? Defined

Amount) (10/01/17)

LOAN POLICY ONLY



# ALTA ENDORSEMENT 29.2-06 Direct Obligation Defined Amount

## Interest Rate Swap

Attest:



Secretary

e. if Date of Endorsement is after Date of Policy, [addexcephere].

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ALTA End 29.2-06 Interest Rate Swap Direct Obligation Defined Amount (8-1-11) w MD Mod



# ALTA ENDORSEMENT 29.3-06 Interest Rate Swap Additional Interest Defined Amount

Issued by:  Commonwealth  
LAND TITLE INSURANCE COMPANY

File No.: 6619729

Attached to and made a part of Policy Number:

1. The insurance provided by this endorsement is subject to the exclusions in Section 3 of this endorsement, the Exclusions from Coverage in the Policy, the Exceptions from Coverage contained in Schedule B, and the Conditions. As used in this endorsement:
  - a. "Date of Endorsement" is ;
  - b. "Swap Obligation" means a monetary obligation under the interest rate exchange agreement dated , between and the Insured existing at Date of Endorsement and secured by the Insured Mortgage.
  - c. "Additional Interest" means the additional interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Endorsement for repayment of the Swap Obligation.
  - d. "Additional Amount of Insurance" is [amountofaddlins] that is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage under this endorsement.
2. The Company insures against loss or damage sustained by the Insured, not to exceed the Additional Amount of Insurance, 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.
3. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:
  - a. rights or obligations set, created or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;
  - b. the stay, rejection or avoidance of the lien of the Insured Mortgage as security for the Swap Obligation, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws;
  - c. the calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Additional Interest.
  - d. the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar intangible taxes were not paid. (Optional)
  - e. if Date of Endorsement is after Date of Policy, add any necessary datedown exceptions here .

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TIRBOP PA Endorsement 1332 (ALTA 29.3-06) (Interest Rate Swap Additional Interest Defined Amount) (10/01/17)

Loan Policy Only



# ALTA ENDORSEMENT 29.3-06 Interest Rate Swap Additional Interest Defined Amount

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**IN WITNESS WHEREOF**, the Company has caused this Endorsement to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

## COMMONWEALTH LAND TITLE INSURANCE COMPANY

Dated:

Countersigned:

By:

\_\_\_\_\_  
Authorized Officer or Agent



By:

President

Attest:

Secretary

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TIRBOP PA Endorsement 1332 (ALTA 29.3-06) (Interest Rate Swap Additional Interest Defined Amount) (10/01/17)  
Loan Policy Only



# TIRBOP PA ENDORSEMENT 1660 (ALTA Endorsement 34-06) Identified Risk



File No.: 6619729

Attached to and made a part of Policy Number

1. As used in this endorsement "Identified Risk" means: described in Exception [describe] of Schedule B.
2. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. 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
    - i. there is a contractual condition requiring the delivery of marketable title, and
    - ii. 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.
3. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of the Title by reason of the Identified Risk insured against by Paragraph 2 of this endorsement, but only to the extent provided in the Conditions.
4. This endorsement does not obligate the Company to establish the Title free of the Identified Risk or to remove the Identified Risk, but if the Company does establish the Title free of the Identified Risk or removes it, Section 9(a) of the Conditions applies.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**IN WITNESS WHEREOF**, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

## COMMONWEALTH LAND TITLE INSURANCE COMPANY

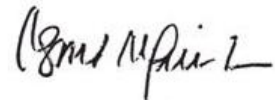
Dated:

Countersigned:

By: \_\_\_\_\_  
Authorized Officer or Agent



By:



President

Attest:



Secretary

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TIRBOP-PA ENDORSEMENT 1660 (ALTA Endorsement 34-06) (Identified Risk) (10/01/17)  
OWNER'S AND/OR LOAN POLICY

