

**SCHEDULE OF  
RATES FOR TITLE INSURANCE  
IN  
THE STATE OF OHIO**

**EFFECTIVE AS TO  
ORDERS RECEIVED ON OR AFTER**

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**SERFF TR. NUM #: DEMA- 133356348-RRF**

**EFFECTIVE: (04/01/2023)**

**Ohio Title Insurance Rating Bureau, Inc.  
2715 Tuller Parkway  
Dublin, Ohio 43017-2310**

This Manual sets forth the definitions, general rules, rates and policy forms, endorsements and other forms for use by members and subscribers of the Ohio Title Insurance Rating Bureau, Inc. (“OTIRB”). OTIRB is licensed by the Ohio Department of Insurance pursuant to Sections 3935.04 and 3953.28 of the Ohio Revised Code.

This Manual and its contents have been filed with and approved by the Ohio Department of Insurance in accordance with applicable law. The provisions of this Manual, including the within policy forms, endorsements and rules and supplemental charges, are binding upon all members and subscribers of OTIRB and their agents and must be used on and after the effective date hereof unless a specific deviation from this Manual has been filed by an individual member or subscriber company with, and approved by, the Ohio Department of Insurance.

**Members of OTIRB as of the Date of this Manual are:**

- Agents National Title Insurance Company
- Alliant National Title Insurance Company
- Amrock Title Insurance Company
- AmTrust Title Insurance Company
- The Bankers Guarantee Title & Trust Company an Ohio Corporation; DBA - BG Title
- Chicago Title Insurance Company
- Commonwealth Land Title Insurance Company
- Connecticut Attorney’s Title Insurance Company (CATIC)
- Conestoga Title Insurance Company
- Doma Title Insurance Company (Formerly North American Title Insurance Company)
- Fidelity National Title Insurance Company
- First American Title Insurance Company
- First National Title Insurance Company
- General Title Insurance Company
- Investors Title Insurance Company
- National Title Insurance of New York
- Old Republic National Title Insurance Company
- Premier Land Title Insurance Company (formerly Commerce Title Insurance Company)
- Radian Title Insurance, Inc. (formerly EnTitle Insurance Company)
- Real Advantage Title Insurance Company (formerly Olympic Title Insurance Company)
- Security Title Guarantee Corporation of Baltimore (The)
- Stewart Title Guaranty Company
- Title Resources Guaranty Company
- Westcor Land Title Insurance Company
- WFG National Title Insurance Company

**The descriptions and section titles located in this manual are utilized merely for convenience. Those descriptions and section titles are not part of the rule and do not alter, limit or extend the coverage provided by the policy.**

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## SECTION 2: GENERAL PROVISIONS

- GP-1.** The general provisions, rules, rates and forms contained herein are in compliance with Ohio Revised Code Sections 3935.04 and 3953.28.
- GP-2.** The effective date of the general provisions, rules and rates was May 1, 2007.
- GP-3.** The rates set forth herein shall be observed by all policy issuing agents and offices of a Member or Subscriber.
- GP-4.** The rates set forth herein do not include any charge made for title search, title examination, closing, or escrow services performed by the Insurer, or any of its approved attorneys or agents. Charges made for such services are in addition to the rates and charges set forth herein.
- GP-5.** Rates are applicable to units of insurance in multiples of \$1,000.00 or fractions thereof.
- GP-6.** Notwithstanding any provisions herein to the contrary, the Company which would otherwise be obligated to issue its policy of title insurance, at a rate below original rates set out herein, may refuse to issue at such rate but may issue at original rates if it notifies the insured in writing of the insured's right to the reduced rate and secures from him a written waiver of that right and request that the Company issue at original rates. Nothing herein shall be construed as affecting the Insurer's absolute right to decline to insure any risk it deems in its sole discretion, to be unacceptable.
- GP-7.** If the form of commitment or policy to be issued would otherwise afford protection against adverse condition(s) as revealed by an underwriting analysis and study of a specific risk, which adverse condition(s) would otherwise render the risk unacceptable to the underwriter, the commitment or policy may, nevertheless, be issued with specific exception to the unacceptable condition(s) without rate credit or additional charge, except such as may be otherwise provided in this manual of rates.
- GP-8. DEFINITIONS:** As used herein the following terms shall have the meaning set forth as follows:
- (a) Land, Premises or Property: Unless otherwise set forth in the policy of title insurance, the land described, specifically or by reference, and improvements affixed thereto which by law constitute real property.
  - (b) Mortgage: Mortgage, Deed of Trust, Trust Deed, or other security instrument relating, at least in part, to Land.

- (c) Insured: The person named in the policy of title insurance, as the insured or guaranteed party, as the case may be.
- (d) Insurer: A title insurance company qualified to do business in the State of Ohio, which company is a member or subscriber of the Ohio Title Insurance Rating Bureau.
- (e) Full value of land: Actual purchase price or, if no sale is involved, full fair market value as may be agreed upon between the Company and the proposed insured based on normally accepted methods of valuation.
- (f) Full value of leasehold estates: The aggregate of the rentals payable under the primary term of the lease or the full value of the land, whichever is less.
- (g) Full principal debt: That part of the mortgage debt that is secured by land, excluding there from that part of the debt, if any, secured by personal property.
- (h) Identical land: The land or any part thereof described in a policy of title insurance.
- (i) Simultaneous issue: Two or more policies or endorsements issued on identical land out of the same transaction by the same Insurer or its Licensed Agent(s). The effective dates of the policies or endorsements do not have to be the same in order to qualify for a simultaneous issue; however, if the effective dates are not the same, such policies or endorsements must have been able to have been issued the same day.
- (j) Rate: That cost per unit of insurance which, when multiplied by the total units of liability, results in the charge for the risk assumed.
- (k) Applicable Rate: That rate, being either the Original Rate, the Reissue Rate or the Refinance Rate, to be charged with respect to new policies or Endorsements in accordance with the provisions of the appropriate Rate Rules.
- (l) Original Rate: The Rate then in effect for new policies or endorsements issued without regard to or application of any credits, discounts or reductions for reissue, refinance, simultaneous issue or otherwise circumstances which lower such rate.
- (m) Reissue Rate: That rate charged to new policies or qualifying endorsements or portions of amounts of new policies or endorsements, to the extent such policies or endorsements qualify for Reissue Rates under applicable Rate Rules.
- (n) Refinance Rate: That rate charged to policies or endorsements qualifying for Refinance Rates under applicable Rate Rules.

- (o) Residential Property: Property in which the owner resides or intends to reside and consists of any of the following: (i) Land improved by a one to four family residential structure with all improvements on the land related to residential use; (ii) unimproved land located within a residential subdivision; or (iii) a residential condominium unit.
- (p) Effective Date: The date approved by the Ohio Department of Insurance for the implementation of new or amended rate and form filings for new title orders received on or after said date.

**GP-9** Rates set forth herein for policies do not include endorsements, which may bear additional rates. No policy or endorsement shall be issued for a rate less than a stated minimum rate or minimum premium notwithstanding any rate rule regarding reissue, refinance or simultaneous issue.

**GP-10** The descriptions and section titles located in this manual are utilized merely for convenience. Those descriptions and section titles are not part of the rule and do not alter, limit or extend the coverage provided by the policy.

**SECTION 3: SCHEDULE OF RATES AND RULES FOR TITLE INSURANCE POLICIES**

**PR-1 ORIGINAL TITLE INSURANCE RATE FOR OWNER’S OR LEASEHOLD OWNER’S POLICIES.**

An Owner’s Policy insuring fee simple estate will not be issued for less than the insured’s interest in the full value of the land. An Owner’s Policy, endorsed to insure a leasehold estate, will not be issued for less than the full value of the leasehold estate.

The following Original Rate applies for Standard Owner’s Policies including the Standard Residential Plain Language Owner’s Policy and is also the applicable Original Rate for the United States of America Owner’s Policy. Rule PR-1.1 below applies to the Homeowner’s Policy of Title Insurance.

	Per Thousand or any Fraction Thereof:
Up to \$150,000 of liability written .....	\$5.75
Over \$150,000 and up to \$250,000 add.....	4.50
Over \$250,000 and up to \$500,000 add.....	3.50
Over \$500,000 and up to \$10,000,000 add.....	2.75
Over \$10,000,000 add.....	2.25
Minimum Premium.....	\$175.00

**PR-1.1 ORIGINAL TITLE INSURANCE RATE FOR HOMEOWNER’S POLICY OF TITLE INSURANCE**

The Original Rate applicable for the Homeowner’s Policy of Title Insurance shall be the rate calculated under Rule PR-1 above plus fifteen percent (15%). This Policy can only be issued in connection with one-to-four family residential property or an individual condominium unit.

If the transaction qualifies for a reissue rate under Rule PR-4 and the prior policy is a standard Owner’s Policy, the reissue credit shall be calculated based on Standard Owner’s Policy rates currently in effect. If the prior policy is a Homeowner’s Policy, the reissue credit is calculated based on Homeowner’s Policy rates currently in effect. The minimum premium for any Homeowner’s Policy shall be \$200.

**Owner's to Homeowner's - Original Policy \$99,000, Reissue Policy \$149,000**

Line	Source	Calculation	
1	Policy	Amount of Insurance (Original)	\$99,000
2	PR-1	Rate per \$1,000	\$5.75
3	PR-1.1 Paragraph 1	Homeowner's Insurance Premium Differential	1.15
4	Calculation	Original Premium	[(1) X (2)x(3)]/1000
5	PR-1.1 Paragraph 2	reissue credit on Owner's 30%, complement of reissue Premium	[[((1)x(2))/1,000]x.30
6	New Policy	Amount in Excess of Original Policy: \$149,000 less \$99,000 =	\$50,000
7	PR-1	Rate per \$1,000	\$5.75
8	PR-1.1 Paragraph 1	Homeowner's Insurance Premium Differential	1.15
9	Calculation	Premium on amount in excess of Original Policy	[(6) X (7) X (8)]/1000
10	Calculation	Total Reissue Premium	[(4) + (9)] - (5)

**Homeowner's to Homeowner's - Original Policy \$99,000, Reissue Policy \$149,000**

11	Policy	Amount of Insurance (Original)	\$99,000
12	PR-1	Rate per \$1,000	\$5.75
13	PR-1.1 Paragraph 1	Homeowner's Insurance Premium Differential	1.15
14	Calculation	Original Premium	[(11) X (12) X (13)]/1000
15	PR-1.1 Paragraph 2	reissue credit on Homeowner's 30%, complement of Reissue Premium	\$196.39
16	New Policy	Amount in Excess of Original Policy: \$149,000 less \$99,000 =	\$50,000
17	PR-1	Rate per \$1,000	\$5.75
18	PR-1.1 Paragraph 1	Homeowner's Insurance Premium Differential	1.15
19	Calculation	Premium on amount in excess of Original Policy	[(16) X (17)] /1000
20	Calculation	Total Reissue Premium	[(14)+(19)]-(15)

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**Homeowner's to Owner's - Original Policy \$99,000, Reissue Policy \$149,000**

Line	Source	Calculation		
21	Policy	Amount of Insurance (Original)		\$99,000
22	PR-1	Rate per \$1,000		\$5.75
23	PR-1.1Paragraph 1	Homeowner's Premium Differential		1.15
24	Calculation	Original Premium	$[(21) \times (22) \times (23)] / 1000$	\$654.64
25	PR-1.1Paragraph 2	reissue credit on Homeowner's	30%, complement of Reissue Premium	\$196.39
26	New Policy	Amount of Owner's Policy		\$149,000
27	PR-1	Rate per \$1,000		\$5.75
28	Calculation	Premium on amount in excess of Original Policy	$[(26) \times (27) / 1,000]$	\$856.75
29	Calculation	Total Reissue Premium	$(28) - (25)$	\$660.36

**PR-2 SIMULTANEOUS ISSUANCE OF OWNER'S FEE POLICY AND AN OWNERS POLICY WITH LEASEHOLD ENDORSEMENTS**

When an Owner's Fee Policy and an Owner's Policy with Leasehold endorsement covering identical land are issued simultaneously, the rate for an Owner's Fee Policy shall be the Applicable Owner's Rate. The rate for each Owner's Policy with Leasehold endorsement so simultaneously issued shall be 30% of the Original Rate for an Owner's Policy up to the amount of the Owner's Fee Policy, the minimum premium being \$100 for each Owner's Policy with Leasehold endorsement. The rate on the amount of each Owner's Policy with Leasehold endorsement in excess of the Owner's Fee Policy is the Original Rate for Owner's Policy in the applicable bracket or brackets for such excess amount.

**PR-3 SIMULTANEOUS ISSUANCE OF TWO OWNER'S POLICIES INSURING THE FEE TITLE**

In cases where simultaneous issue Owner's Policies having the same face amount of liability are issued to the purchaser and the seller, the first policy shall be issued for the applicable owner's rates and the second policy will be issued for an additional 30% of the Original Rate. The minimum premium for each policy shall be \$100.

**PR-4 REISSUE RATE APPLICABLE FOR FEE OWNER'S OR LEASEHOLD OWNER'S POLICIES**

Provided that the transaction qualifies for reissue rate as provided hereinafter and provided, further, that the Company is notified that a prior policy has been issued by a title insurance company licensed in Ohio and is furnished a copy of said policy or other information sufficient to enable the Insurer to identify said prior policy upon which reissue is requested, the new policy will be issued for 70% of the Original Rate for Owner's Policies. If otherwise applicable, the reissue rate shall apply up to the face amount of the previous policy. If more insurance is required under a reissue policy than was written in the original policy, the amount in excess shall be the Original Rate under the applicable bracket or brackets for such excess amount.

The minimum premium for any policy shall be \$175 for Standard Owner's Policies and \$200 for Homeowner's Policies.

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Reissue rate is applicable in the following circumstances:

- (a) If the seller or lessor is an insured under an Owner's Policy of title insurance, and said policy has been outstanding for less than ten (10) years, a new policy may be issued to the new purchaser or lessee for the reissue rate stated above, up to the face amount of the previous policy. Any insurance in excess of the prior policy will be provided at the Original Rate in the applicable bracket or brackets for such excess amount. Such rate shall not apply to an insured lessee applying for an Owner's Policy. See Section 5 hereafter.
- (b) When the insured under a Loan Policy of title insurance acquires title by foreclosure or by voluntary conveyance in extinguishment of debt, such insured or the designee for the benefit of such insured shall be entitled to the reissue rate for Owner's Policy of title insurance up to an amount equal to the face amount of the prior Loan Policy of title insurance. Any insurance required in excess of the prior Loan Policy of title insurance will be provided at the Original Rate for Owner's Policy for any excess amount.

***Owner's to Owner's Original Policy \$99,000, Reissue Policy \$99,000***

Line	Source	Calculation	
1	Policy	Amount of Insurance (Original)	\$99,000
2	PR-1	Rate per \$1,000	\$5.75
3	Calculation	Original Premium	[(1) times (2)]/1000 \$569.25
4	PR-4	Reissue Premium	70% of (3) \$398.48

***Owner's to Owner's Original Policy \$99,000, Reissue Policy \$149,000***

5	Policy	Amount of Insurance (Original)	\$99,000
6	PR-1	Rate per \$1,000	\$5.75
7	Calculation	Original Premium	[(5) times (6)]/1000 \$569.25
8	PR-4	Reissue Premium	70% of (7) \$398.48
9	New Policy	Amount in Excess of Original Policy: \$149,000 less \$99,000 =	\$50,000
10	PR-1	Rate per \$1,000	\$5.75
11	Calculation	Premium on amount in excess of Original amount	[(9) times (10)]/1000 \$287.50
12	Calculation	Total Reissue Premium	(8) plus (11) \$685.98

***Owner's to Owner's Original Policy \$125,000, Reissue Policy \$250,000***

13	Policy	Amount of Insurance (Original)	\$125,000
14	PR-1	Rate per \$1,000	\$5.75
15	Calculation	Original Premium	[(13) X (14)]/1000 \$718.75
16	PR-4	Reissue Premium	70% of (15) \$503.13
17	New Policy	Amount in Excess of Original Policy: \$250,000 less \$125,000 =	\$125,000
18	Calculation	Amount of Insurance in same rating band as Original Policy	\$25,000

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19	Calculation	Amount of Insurance in next rating band		\$100,000
20	PR-1	Rate per \$1,000 on next \$25,000		\$5.75
21	PR-1	Rate per \$1,000 on next \$100,000		\$4.50
22	Calculation	Premium on next \$25,000	[(18) times (20)]/1000	\$143.75
23	Calculation	Premium on amount in next rating band	[(19) times (21)]/1000	\$450.00
24	Calculation	Total Premium	(16) plus (22) plus (23)	\$1,096.88

**PR-5 RATE APPLICABLE FOR OWNER'S POLICY ISSUED TO INSURED UNDER LEASEHOLD OWNER'S POLICY**

When an insured, under a Leasehold Owner's Policy or Owner's Policy with Leasehold Endorsement, or an Insured Land Contract Vendee under an Owner's Policy purchases the land within ten years after issuance of a Leasehold Owner's Policy, he may be issued a Fee Owner's Policy in an amount up to the face amount of the prior policy at 70% of Original Rate for Owner's Policy.

If the Fee Owner's Policy is not issued within ten years of issuance of the prior policy, then the Fee Owner's Policy shall be 80% of the Original Rate for Owner's Policy to the extent that the amount of liability thereunder does not exceed the liability under the prior policy.

To the extent that the prior policy coverage exceeds the Leasehold coverage, the rate shall be the Original Rate within the applicable bracket or brackets for the excess amount."

**PR-6 RATE FOR SIMULTANEOUS ISSUANCE OF OWNERS AND LOAN POLICIES**

When simultaneous issue of Owner's and Loan Policies covering identical land are issued, the combined rate for the simultaneously issued policies shall be the applicable Owners Rate plus \$100 for each Standard Loan Policy issued, and \$125 for each Expanded Coverage Residential Loan Policy issued, provided that the applicable Loan Policy (or if more than one Loan Policy is issued, then the aggregate amount of the Loan Policies) does not insure in an amount in excess of the Owner's Policy.

When the amount of coverage of an existing Owner's Policy is increased with the simultaneous issue of a new loan policy covering identical land, the combined rate for the simultaneous increase in owner's coverage and issuance of the loan policy shall be the applicable Owners Rate for the increase in owner's coverage plus \$100 for each Standard Loan Policy issued, and \$125 for each Expanded Coverage Residential Loan Policy issued, provided that the applicable Loan Policy (or if more than one Loan Policy is issued, then the aggregate amount of the Loan Policies) does not insure in an amount in excess of the simultaneous increase to the Owner's Policy.

In both cases, when the total of the insurance for the Loan Policy or Policies exceeds the new or increased insurance of the Owner's Policy, the rate for such excess shall be the Original Rate for the applicable Loan Policy in the applicable bracket or brackets for such excess amount. To qualify for simultaneous issuance rate, the mortgagor in the mortgage, the lien of which is insured by the Loan Policy, must be one and the same legal entity as the owner insured by the Owner's Policy.

**PR-7      RESERVED**

**PR-8      ORIGINAL TITLE INSURANCE RATE FOR LOAN POLICIES AND  
LEASEHOLD LOAN POLICIES**

A Loan Policy shall be issued for the full principal debt or such other amount as agreed upon between the Insurer and the proposed Insured based upon the value the proposed insured has allocated to the land in good faith under normally accepted lending practices. A policy may, however, be issued for an amount in excess of the principal debt to cover interest, foreclosure costs, etc.

Unless expressly stipulated to the contrary by endorsement to the policy, liability under a Standard Loan Policy expires with the payment or the satisfaction of the mortgage described in the policy, except when satisfied by foreclosure or other lawful means of acquiring title in settlement of the mortgage debt. A new mortgage given to renew an old mortgage debt, whether or not originally covered by insurance, is a new transaction, creating new liability, and if insured, carries the Original Rate, unless it falls within the classification of "Reissue Title Insurance Rate for Loan Policies," or "Title Insurance Rate for Loan Policies on Refinance Loans."

The following Original Rate applies for conventional or short form Standard Loan Policies whether the policy covers a first mortgage, or a mortgage other than a first mortgage:

	Per Thousand or any Fraction Thereof:
Up to \$150,000 of liability written .....	\$4.00
Over \$150,000 and up to \$250,000 add .....	3.25
Over \$250,000 and up to \$500,000 add .....	2.50
Over \$500,000 and up to \$10,000,000 add .....	2.25
Over \$10,000,000 add .....	2.00

Minimum Premium.....\$125.00

**PR-8.1 TITLE INSURANCE RATE FOR RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY, CONVENTIONAL OR SHORT FORM**

The Residential Limited Coverage Junior Loan Policy is intended to provide home equity and other second mortgage residential lenders with limited title insurance protection needed on such loans. This policy can only be issued in connection with second mortgages on one-to-four family residential property or an individual condominium unit. The Original Rate for this policy is \$1.75 per thousand, or any fraction thereof, of the policy amount with a minimum premium of \$75. This rate applies for either the conventional or short form Junior Loan Policy.

Two endorsements specific to this policy are available upon request as follows:

**Endorsement JR-1**, issued without additional premium, insures against loss or damage, as provided in the endorsement, arising out of the gap period and the period between the recording of the mortgage and date of endorsement.

**Endorsement JR-2**, issued for an additional premium of \$25, provides coverage, as stated in the endorsement, for the priority of future advances of loan proceeds on home equity type loans.

**PR-8.2 ORIGINAL TITLE INSURANCE RATE FOR EXPANDED COVERAGE RESIDENTIAL LOAN POLICY**

The Original Rate applicable for the Expanded Coverage Residential Loan Policy, issued in either conventional or short form, shall be the rate calculated under Rule PR-8 above plus fifteen percent (15%). This Policy can only be issued in connection with one-to-four family residential property or an individual condominium unit. Any endorsements included with or incorporated in the policy shall be issued at the applicable rate for such endorsements.

The minimum premium for any Expanded Coverage Residential Loan Policy shall be \$145.

**PR-9 REISSUE TITLE INSURANCE RATE LOAN POLICIES**

When the owner of land on which application is made for either a Standard Loan Policy or Expanded Coverage Residential Loan Policy has had the title to such land insured in said owner by either a Standard Owner's Policy or Homeowner's Policy issued within ten (10) years of the date of the application for the applicable Loan Policy, such owner shall be entitled to a reissue rate of seventy percent (70%) of the Original Rate for the applicable Loan Policy requested up to the face amount of such applicable Owner's or Homeowner's Policy, provided that the owner-applicant provides a copy of said Owner's or Homeowner's Policy or such other information to enable the Insurer to verify the representations made.

If the amount of insurance required under the applicable Loan Policy is in excess of the original Owner's or Homeowner's Policy, the rate for the excess shall be the Original Rate for the applicable Loan Policy in the applicable bracket or brackets for such excess amount. The minimum premium for each policy shall be \$125 for a Standard Loan Policy and \$145 for an Expanded Coverage Residential Loan Policy.

**PR-10 TITLE INSURANCE RATE FOR REFINANCE LOANS**

When a refinance loan is made to the same borrower on the same land, the following rate will be charged for issuing a policy in connection with the new loan on so much of the amount of the new policy as represents the unpaid principal balance secured by the original loan; provided the Insurer is given a copy of the prior policy, or other information sufficient to enable the Insurer to identify such prior policy upon which reissue is requested, and the amount of the unpaid principal balance secured by the original loan:

<b><u>Age of Original Loan Policy</u></b>	<b><u>Rate</u></b>
10 years or under	70% of Original Rate of the new Standard Loan Policy or Expanded Coverage Residential Loan Policy, as applicable
Over 10 years	100% of Original Rate of the new Standard Loan Policy or Expanded Coverage Residential Loan Policy, as applicable

The rate for the difference between the unpaid principal balance of the original loan and the amount of the new loan shall be the Original rate of the applicable new Loan Policy in the applicable bracket or brackets for such additional amount. Minimum premium shall be \$125 for a Standard Loan Policy and \$145 for an Expanded Coverage Residential Loan Policy.

**PR-11 COMMITMENTS TO INSURE**

- (a) When a commitment to insure is issued for the closing of any single transaction involving a Loan and/or Owner's Policy, the rate for such commitment shall be no less than \$50 nor greater than \$100 per transaction, which rate is in addition to the applicable policy rate. Unless subsection (b) below applies, if the transaction is completed and no policy is issued, the cancellation charge shall be 20% of the applicable rates, subject to a maximum of \$250.
- (b) When title is to be acquired by a grantee to facilitate sale to a subsequent purchaser, a commitment for an Owner's Policy may be issued in contemplation of two successive transfers of fee simple title involving the identical one to four family residential parcel of real estate or a residential condominium unit, provided both transfers are to take place within a period of not more than one year from the date of issuance of the original commitment.

Any commitment so issued shall name as a party insured, if known, the proposed grantee in the first deed as well as the proposed purchaser to be named in the second deed, provided that the second deed is delivered and filed for record within a period of one year after the date of issuance of the original commitment. Any commitment so issued shall show the correct status of title amended to show the change in status of title, to include the vesting of title in the first grantee, and to require subsequent transfer to the second grantee.

The rate charged for policies issued pursuant to subsection (b) of this rule shall be as follows: The first policy shall be at the Original Rate and the second policy will be issued for an additional 60% of the Original Rate; provided, however, that in order for this subsection (b) to be applicable, the premium for the first policy must be paid at the time the commitment is issued. This Rule applies to conventional or short form commitments.

**PR-12 CO-INSURANCE**

In all transactions where the total liability is assumed by two or more co-insurers, with the liability being divided between the co-insurers from the first dollar, the rate applicable to the liability assumed by each co-insurer shall be the applicable rate computed as though each co-insurer were the primary insurer from the first dollar of its liability.

**PR-13 RATE FOR RESIDENTIAL LIMITED COVERAGE MORTGAGE  
MODIFICATON POLICY**

The Residential Limited Coverage Mortgage Modification Policy, subject to the exclusions from coverage and the conditions, insures against loss or damage sustained or incurred by the Insured solely by reason of the Modification resulting in either:

The invalidity or unenforceability of the lien of the Identified Mortgage upon the Title at the Date of Policy; or

The loss of priority of the lien of the Identified Mortgage, at the Date of Policy, over any lien or encumbrance on the Title that was created, attached, filed or recorded in the Public Records subsequent to the date the Identified Mortgage was recorded in the Public Records.

Defense costs of covered claims will also be paid under the Policy. The Policy may only be issued in connection with a mortgage modification secured by Land that is improved with an existing one-to-four family residence or a residential condominium unit. This Policy may only be used when the Insurer under the original Loan Policy is other than the Insurer requested to issue this Policy, or when there was not an original Loan Policy.

The rate for this Policy shall be fifty cents (\$.50) per thousand dollars of the Identified Mortgage amount, as modified. The minimum premium shall be \$150.

**SECTION 4: SCHEDULE OF RATES AND RULES FOR RECORD PRODUCTS**

**RP-1 ORIGINAL RATES FOR TITLE GUARANTIES**

A Title Guaranty may be issued in favor of the owner and/or the lessee, and/or mortgagee in the same transaction in one guaranty, or in separate guaranties. A seller who takes back a purchase money mortgage for all or a portion of the purchase price, however, cannot be a guaranteed party in the guaranty issued to the owner but must be named in a separate guaranty issued at the Original Rate.

A Title Guaranty(ies) will not be issued for less than the greater of (i) the purchase price, or if no purchase price applies, then the full value of the land; (ii) the full value of the leasehold estate; or (iii) the full principal debt. The rates are as follows:

	Per Thousand or any Fraction Thereof:
Up to \$100,000 of liability written .....	\$3.50
Over \$100,000 and up to \$250,000 add.....	3.00
Over \$250,000 add.....	2.50
Minimum Rate .....	\$105.00

If more than one guaranty is issued simultaneously covering identical land, the charge for each additional guaranty will be one hundred dollars (\$100), except in the case of a purchase money mortgage, which guaranty shall be issued at the Original Rate.

**RP-2 RATE FOR PRELIMINARY JUDICIAL REPORT**

A Preliminary Judicial Report may be issued for the use and benefit of the guaranteed party in connection with a judicial proceeding and the purchaser at the judicial sale, resulting there from, guaranteeing the record title only. For judicial proceedings other than lien foreclosures, the rate for the Preliminary Judicial Report will be three dollars (\$3) per thousand dollars of the fair market value of the land involved.

For judicial proceedings involving foreclosure of a lien, the rate for the Preliminary Judicial Report shall be three dollars (\$3) per thousand dollars of no less than the unpaid principal balance due on the lien foreclosed. The minimum rate for any Preliminary Judicial Report is seventy-five dollars (\$75).

**RP-2.1 RATE FOR SUPPLEMENTAL JUDICIAL REPORT, FINAL JUDICIAL REPORT AND SUPPLEMENTAL FINAL JUDICIAL REPORT**

A Supplemental Judicial Report and/or a Final Judicial Report and/or a Supplemental Final Judicial Report may be issued as requested for the purpose of extending the search date of the previous judicial report. The rate for each of the Supplemental Judicial Report, Final Judicial Report and the Supplemental Final Judicial Report shall be Fifty (\$50) dollars. No Supplemental Judicial Report or Final Judicial Report shall be issued unless a Preliminary Judicial Report has previously been issued.

**RP-2.2 RATE FOR PJR EXTENDED COVERAGE ENDORSEMENT**

The Preliminary Judicial Report Extended Coverage Endorsement provides additional coverage as stated in the endorsement and may be issued with any Preliminary Judicial Report. The rate shall be fifty cents (\$.50) per thousand dollars of the amount of coverage stated in the Preliminary Judicial Report to which the endorsement is attached, which rate is in addition to the rate charged for the Preliminary Judicial Report. The minimum rate for this endorsement is \$50.

**RP-3 COMMITMENTS FOR TITLE GUARANTIES**

When a commitment to issue a Title Guaranty is issued for the closing of any single transaction, the rate for such commitment shall be \$50, which rate is in addition to the applicable Guaranty rate.

## **SECTION 5: SCHEDULE OF RATES AND RULES FOR ENDORSEMENTS**

### **ER-1 OTIRB ENDORSEMENT OH-1 STREET ASSESSMENTS (ALTA FORM 1)**

This endorsement insures the insured mortgagee under a Loan Policy that there are no street improvements under construction or completed which at the date of the issuance of the policy have resulted in a lien that is prior or at a later date may be prior to the lien of the insured mortgage.

The rate for this endorsement coverage shall be 10% of the Original Rate for loan policies as provided in Rule PR-8 hereof, with a minimum premium of \$30 and a maximum premium of \$200.

### **ER-2 OTIRB ENDORSEMENT OH-2 TRUTH IN LENDING (ALTA FORM 2)**

**WITHDRAWN - (04/01/2017)**

### **ER-3 OTIRB ENDORSEMENT OH-3 ZONING (ALTA FORM 3)**

This Endorsement may be issued in connection with a Loan Policy or Owner's Policy and insures the insured against an adverse final court decree which prohibits the use or uses specified in the endorsement as allowed under the applicable zoning ordinances. The rate for this endorsement is fifteen percent (15%) of the Original Rate and is in addition to the policy premiums. If zoning form 3 coverage is provided simultaneously with Owner's and Loan policies covering the same land, the rate for the Owner's coverage shall be the original endorsement rate for the policy issued and the rate for the Loan coverage shall be fifty percent (50%) of the original endorsement rate for the policy issued.

If this endorsement is issued in conjunction with a new policy which new policy qualifies for a policy reissue rate or refinance rate under Rate Rule PR-4, PR-9 or PR-10, and such endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement will also be 70% of the Original Rate for this endorsement.

If this endorsement is issued simultaneously with Owner's and Loan Policies covering the same land, the rate for the Owner's Policy shall be the Applicable Rate based on the amount of the policy issued and the rate for the Loan Policy shall be fifty (50%) percent of the Applicable Rate based on the amount of the policy issued.

If this endorsement is issued simultaneously with Fee Owner's and Leasehold Owner's Policies covering the same land, the Rate for the Fee Owner's Policy shall be the Applicable Rate based on the amount of the policy issued and the rate for the Leasehold Owner's Policy shall be fifty (50%) percent of the Applicable Rate based on the amount of the policy issued.

**ER-3.1 OTIRB ENDORSEMENT OH-3.1 ZONING – COMPLETED STRUCTURE  
(ALTA FORM 3.1)**

This Endorsement provides the insured under a Loan Policy or Owner's Policy the identical coverage as provided in the OH-3 Zoning Endorsement and, in addition, provides coverage against forced removal or alteration of any structure because of a final court order finding that the applicable zoning ordinances have been violated with respect to: (i) area, width or depth of land as a building site; (ii) floor space area; (iii) building setback; (iv) height of the structure or (v) number of parking spaces. The rate for this endorsement is twenty-five percent (25%) of the Original Rate and is in addition to the policy premiums. If Zoning Form 3.1 coverage is provided simultaneously with Owner's and Loan Policies covering the same land, the rate for the Owner's coverage shall be the original endorsement rate for the policy issued and the rate for the Loan coverage shall be fifty percent (50%) of the original endorsement rate for the policy issued.

If this endorsement is issued in conjunction with a new policy which new policy qualifies for a policy reissue rate or refinance rate under Rate Rule PR-4, PR-9, or PR-10, and either an ALTA 3.1, ALTA 3.2, ALTA 3.3, or an ALTA 3.4 endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement will also be seventy percent (70%) of the Original Rate for this endorsement.

If this endorsement is issued simultaneously with Owner's and Loan Policies covering the same land, the rate for the Owner's Policy shall be the Applicable Rate based on the amount of the policy issued and the rate for the Loan Policy shall be fifty (50%) percent of the Applicable Rate based on the amount of the policy issued.

If this endorsement is issued simultaneously with Fee Owner's and Leasehold Owner's Policies covering the same land, the Rate for the Fee Owner's Policy shall be the Applicable Rate based on the amount of the policy issued and the rate for the Leasehold Owner's Policy shall be fifty (50%) percent of the Applicable Rate based on the amount of the policy issued.

If this endorsement is issued for an Owner's Policy or Loan Policy where an ALTA 3.2 Zoning – Land Under Development endorsement was previously issued with such policy or policies, then the rate for this endorsement shall be seventy percent (70%) of the Original Rate for this endorsement based on the amount of the policy.

**ER-3.2 OTIRB OH-3.2 ZONING – LAND UNDER DEVELOPMENT  
(ALTA FORM 3.2)**

This endorsement, subject to its terms and conditions, provides the insured under a Loan Policy or an Owner's Policy with the same coverage as is provided in the OH-3.1 Zoning – Completed Structure endorsement and, in addition, provides coverage for compliance of proposed improvements as shown on site and elevation plans, provided the proposed improvements are built or constructed according to those plans.

The rate for this endorsement is twenty-five percent (25%) of the Original Rate and is in addition to the policy premium.

If this endorsement is issued simultaneously with Owner's and Loan Policies covering the same land, the rate for the Owner's Policy endorsement shall be the original endorsement rate based on the amount of the policy issued and the rate for the Loan Policy endorsement shall be fifty percent (50%) of the original endorsement rate based on the amount of the policy issued.

If this endorsement is issued in conjunction with a new policy which new policy qualifies for a policy reissue rate or refinance rate under Rate Rule PR-4, PR-9, or PR-10, and either an ALTA 3.1, ALTA 3.2, ALTA 3.3, or an ALTA 3.4 endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement will also be seventy percent (70%) of the Original Rate for this endorsement.

If this endorsement is issued simultaneously with Fee Owner's and Leasehold Owner's Policies covering the same land, the Rate for the Fee Owners' Policy endorsement shall be the Applicable Rate based on the amount of the policy issued and the Rate for the Leasehold Owner's Policy endorsement shall be fifty percent (50%) of the Applicable Rate based on the amount of the policy issued.

**ER-3.3 OTIRB OH-3.3 ZONING – COMPLETED IMPROVEMENT – NON-CONFORMING USE (ALTA FORM 3.3)**

This endorsement, subject to its terms and conditions, insures the insured under an Owner's Policy or Loan Policy against loss or damage resulting from 1.) an identified non-conforming use not being allowed by the municipality or county because the non-conforming use violates a zoning ordinance; and 2.) a final decree of a court of competent jurisdiction either prohibiting the non-conforming use or requiring the removal or alteration of the Improvement because, at Date of Policy, the non-conforming use violates a zoning ordinance with respect to any of the following matters: i. the area, width, or depth of the Land as a building site for the Improvement; ii. the floor space area of the Improvement; iii. a setback of the Improvement from the property lines of the Land; iv. the height of the Improvement; or v. the number of parking spaces.

The rate for this endorsement is twenty-five percent (25%) of the Original Rate and is in addition to the policy premium.

If this endorsement is issued simultaneously with Owner's and Loan Policies covering the same land, the rate for the Owner's Policy endorsement shall be the original endorsement rate based on the amount of the policy issued and the rate for the Loan Policy endorsement shall be fifty percent (50%) of the original rate based on the amount of the policy issued.

If this endorsement is issued in conjunction with a new policy which new policy qualifies for a policy reissue rate or refinance rate under Rate Rule PR-4, PR-9, or PR-10, and either an ALTA 3.1, ALTA 3.2, ALTA 3.3, or an ALTA 3.4 endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement will also be seventy percent (70%) of the Original Rate for this endorsement.

If this endorsement is issued simultaneously with Fee Owner's and Leasehold Owner's Policies covering the same land, the Rate for the Fee Owner's Policy endorsement shall be the Applicable Rate based on the amount of the policy issued and the Rate for the Leasehold Owner's Policy endorsement shall be fifty percent (50%) of the Applicable Rate based on the amount of the policy issued.

**ER-3.4 OTIRB OH-3.4 ZONING – NO ZONING CLASSIFICATION  
(ALTA FORM 3.4)**

This endorsement, subject to its terms and conditions, insures the insured under an Owner's Policy or Loan Policy against loss or damage resulting from 1.) an identified use not being allowed by the municipality or county because the use violates a zoning ordinance; and 2.) a final decree of a court of competent jurisdiction either prohibiting the use or requiring the removal or alteration of the Improvement because, at Date of Policy, the use violates a zoning ordinance with respect to any of the following matters: i. the area, width, or depth of the Land as a building site for the Improvement; ii. the floor space area of the Improvement; iii. a setback of the Improvement from the property lines of the Land; iv. the height of the Improvement; or v. the number of parking spaces.

The rate for this endorsement is twenty-five percent (25%) of the Original Rate and is in addition to the policy premium.

If this endorsement is issued simultaneously with Owner's and Loan Policies covering the same land, the rate for the Owner's Policy endorsement shall be the original endorsement rate based on the amount of the policy issued and the rate for the Loan Policy endorsement shall be fifty percent (50%) of the original rate based on the amount of the policy issued.

If this endorsement is issued in conjunction with a new policy which new policy qualifies for a policy reissue rate or refinance rate under Rate Rule PR-4, PR-9, or PR-10, and either an ALTA 3.1, ALTA 3.2, ALTA 3.3, or an ALTA 3.4 endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement will also be seventy percent (70%) of the Original Rate for this endorsement.

If this endorsement is issued simultaneously with Fee Owner's and Leasehold Owner's Policies covering the same land, the Rate for the Fee Owner's Policy endorsement shall be the Applicable Rate based on the amount of the policy issued and the Rate for the Leasehold Owner's Policy endorsement shall be fifty percent (50%) of the Applicable Rate based on the amount of the policy issued.

***ER-4 OTIRB OH-4 CONDOMINIUM – ASSESSMENTS PRIORITY - LOAN POLICY (ALTA FORM 4)***

This endorsement insures the insured under a Loan Policy against a number of risks with respect to the condominium regime and documentation, including the priority of any lien for charges and assessments provided in the condominium statutes and condominium documents at Date of Policy over any Insured Mortgage, when attached to a policy in which the insured land is a condominium unit together with its percentage interest in the common elements.

The rate for this endorsement is \$50.

***ER-4.1 OTIRB OH-4.1 CONDOMINIUM – CURRENT ASSESSMENTS (ALTA FORM 4.1)***

This endorsement insures the insured under an Owner's Policy or Loan Policy against a number of risks with respect to the condominium regime and documentation, including any charges and assessments provided for in the condominium statutes and condominium documents due and unpaid at Date of Policy, when attached to a policy in which the insured land is a condominium unit together with its percentage interest in the common elements.

The rate for this endorsement is \$100.

***ER-5 OTIRB OH-5 PLANNED UNIT DEVELOPMENT – ASSESSMENTS PRIORITY – LOAN POLICY (ALTA FORM 5)***

This endorsement affords multiple forms of coverage to an insured under a Loan Policy, including the priority of a lien for charges and assessments in favor of any association of homeowners that are provided for in any document at Date of Policy and referred to in Schedule B over the lien of any Insured Mortgage, when attached to a policy in which the insured land is a Planned Unit Development.

The rate for this endorsement is \$50.

**ER-5.1 OTIRB OH-5.1 PLANNED UNIT DEVELOPMENT – CURRENT ASSESSMENTS (ALTA FORM 5.1)**

This endorsement affords multiple forms of coverage to an insured under an Owner's Policy or Loan Policy, including any charges or assessments in favor of any association of homeowners that are provided for in any document referred to in Schedule B, due and unpaid at Date of Policy, when attached to a policy in which the insured land is a Planned Unit Development.

The rate for this endorsement is \$100.

**ER-6 OTIRB OH-6 VARIABLE RATE (ALTA FORM 6)**

The variable rate mortgage endorsement may be issued in connection with a Loan Policy of title insurance that insures a variable rate mortgage.

The rate for the endorsement is \$75.

**ER-6.1 OTIRB OH-6.1 VARIABLE RATE (ALTA FORM 6.1)**

The variable rate mortgage endorsement may be issued in connection with a Loan Policy of title insurance where it is necessary for the lender to comply with certain statutes or regulations concerning variable rate mortgages.

The rate for the endorsement is \$75.

**ER-6.2 OTIRB OH-6.2 VARIABLE RATE (ALTA FORM 6.2)**

The variable rate mortgage negative amortization endorsement may be issued in connection with a Loan Policy of title insurance that insures a variable rate mortgage securing a loan in which the unpaid principal balance increases as the result of the addition of unpaid interest.

The rate for the endorsement is \$75.

**ER-7 OTIRB OH-7 MANUFACTURED HOUSING (ALTA FORM 7)**

The manufactured housing unit endorsement may be issued in connection with an Owner's or Loan Policy of title insurance where the land described in the policy is improved with a manufactured housing unit.

The rate for the endorsement is \$75.

**ER-7.1 OTIRB OH-7.1 MANUFACTURED HOUSING – CONVERSION, LOAN POLICY (ALTA FORM 7.1)**

This manufactured housing unit endorsement may be issued in connection with a Loan Policy of title insurance where the land described in the policy is improved with a manufactured housing unit, and provides affirmative coverage as to the location of the unit on the land; the ownership of both the unit and land; the absence of personal property liens on the unit; and further insures the enforceability of the mortgage against the land in a single foreclosure proceeding.

The rate for the endorsement is \$100.

If this endorsement is issued with a Loan Policy that is issued simultaneously with an Owner's Policy to which is attached an endorsement under Rate Rule ER-7.2 covering the same land, the rate for the Loan Policy Endorsement shall be \$25.

**ER-7.2 OTIRB OH-7.2 MANUFACTURED HOUSING – CONVERSION, OWNER'S POLICY (ALTA FORM 7.2)**

This manufactured housing unit endorsement may be issued in connection with an Owner's Policy of title insurance where the land described in the policy is improved with a manufactured housing unit, and provides affirmative coverage as to the location of the unit on the land; the ownership of both the unit and land; and the absence of personal property liens on the unit.

The rate for the endorsement is \$125.

**ER-8.1 OTIRB OH-8.1 ENVIRONMENTAL PROTECTION LIENS  
(ALTA FORM 8.1)**

This endorsement may be issued only in connection with loan policies issued on residential property and insures the priority of the mortgage lien against existing or subsequently recorded federal or state environmental protection liens, except with respect to environmental protection provided for by certain statutes identified in the endorsement.

The rate for this endorsement is \$75. If this endorsement is issued along with an ALTA 9 (OTIRB OH-9) endorsement on the same policy, then the rate for this endorsement is \$50.

**ER-8.2 OTIRB OH-8.2 COMMERCIAL ENVIRONMENTAL PROTECTION LIEN  
(ALTA FORM 8.2)**

This endorsement may be issued in connection with Owner's or Loan policies and insures against loss or damage sustained by reason of a federal or state environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the federal district court in which the Land is located, unless expressly excepted in Schedule B of the policy.

If this endorsement is issued with an Owner's Policy, the rate shall be ten percent (10%) of the Original Rate based on the amount of the Owner's Policy, subject to a minimum premium of \$150 and a maximum premium of \$500. If this endorsement is issued with a Loan Policy, then the rate for this endorsement is \$250.

**ER-9 OTIRB OH-9 RESTRICTIONS, ENCROACHMENTS, MINERALS, LOAN  
POLICY (ALTA FORM 9-06)**

This endorsement offers the insured under a Loan Policy a variety of additional affirmative coverages including, but not limited to, insurance that there are no covenants, conditions or restrictions under which the lien of the mortgage can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired; insurance against present violations of covenants, conditions or restrictions; and insurance against encroachments and against damage to existing improvements which encroach upon easement areas or damage resulting from the right to use the surface of the land for the extraction of minerals.

The rate for this endorsement is ten cents (\$0.10) per thousand, or any fraction thereof, of the policy amount with a minimum rate of \$150.

If this endorsement is issued in conjunction with a new policy which new policy qualifies for a policy reissue rate or refinance rate under Rate Rule PR-4, PR-9 or PR-10, and this endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement will also be 70% of the Original Rate for this endorsement.

If this endorsement is issued with a Loan Policy that is issued simultaneously with an Owner's Policy to which is attached an endorsement under Rate Rule ER-9.1, ER-9.2, or ER-9.8 covering the same land, the rate for the Loan Policy Endorsement shall be fifty percent (50%) of the Original Rate based on the amount of the Loan Policy issued and the rate for the respective Owner's Policy shall be the Original Rate based on the amount of the Owner's Policy.

If the ALTA 9-06, ALTA 9.3-06 or ALTA 9.7-06 is issued in conjunction with the ALTA 9.6 on the same policy, the minimum premium for each endorsement shall be \$75.

**ER-9.1 OTIRB OH-9.1 COVENANTS, CONDITIONS AND RESTRICTIONS – UNIMPROVED LAND – OWNER'S POLICY (ALTA FORM 9.1-06)**

This endorsement, subject to its terms and conditions, provides the insured under an Owner's Policy insuring unimproved land insurance against loss due to a present violation of covenants, conditions or restrictions affecting the Land, unless an exception in Schedule B of the Policy identifies the violation, and insurance that there are no notices recorded in the Public Records of an enforceable covenant relating to environmental protection describing any part of the Land.

The rate for this endorsement is eight cents (.08) per thousand dollars of the policy amount, or any fraction thereof. The minimum rate is \$150.

If this endorsement is issued in conjunction with a new policy which new policy qualified for a policy reissue rate under Rate Rule PR-4, and this endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement will also be seventy percent (70%) of the Original Rate for this endorsement.

If this endorsement is issued simultaneously with Fee Owner's and Leasehold Owner's Policies covering the same Land, the rate for this Endorsement to the Fee Owner's Policy shall be the Original Rate based on the amount of the policy issued and the rate for this Endorsement to the Leasehold Owner's Policy shall be fifty percent (50%) of the Original Rate based on the amount of the policy issued.

**ER-9.2 OTIRB OH-9.2 COVENANTS, CONDITIONS AND RESTRICTIONS - IMPROVED LAND – OWNER'S POLICY (ALTA FORM 9.2-06)**

This endorsement, subject to its terms and conditions, provides the insured under an Owner's Policy insuring improved land insurance against loss due to a present violation of covenants, conditions or restrictions affecting the Land, unless an exception in Schedule B of the Policy identifies the violation, and insurance that there are no notices recorded in the Public Records of an enforceable covenant relating to environmental protection describing any part of the Land.

The rate for this endorsement is eight cents (.08) per thousand dollars of the policy amount, or any fraction thereof. The minimum rate is \$150.

If this endorsement is issued in conjunction with a new policy which new policy qualified for a policy reissue rate under Rate Rule PR-4, and this endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement will also be seventy percent (70%) of the Original Rate for this endorsement.

If this endorsement is issued simultaneously with Fee Owner's and Leasehold Owner's Policies covering the same Land, the rate for this Endorsement to the Fee Owner's Policy shall be the Original Rate based on the amount of the policy issued and the rate for this Endorsement to the Leasehold Owner's Policy shall be fifty percent (50%) of the Original Rate based on the amount of the policy issued.

**ER-9.3 OTIRB OH-9.3 COVENANTS, CONDITIONS AND RESTRICTIONS - LOAN POLICY (ALTA FORM 9.3-06)**

This endorsement, subject to its terms and conditions, insures the insured under an Loan Policy against loss or damage as a result of a violation of a covenant that divests, subordinates, or extinguishes the lien of the Insured Mortgage; results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage; or causes a loss of the Insured's title acquired in satisfaction or partial satisfaction of the indebtedness. The endorsement also insures the Insured against loss by reason of a violation of an enforceable covenant (unless an exception is specifically identifies the violation in Schedule B; and by reason of enforced removal of a violation of a building setback line (unless an exception is shown in Schedule B); and by reason of a notice recorded in the Public Records of an enforceable covenant relating to environmental protection describing any part of the Land.

The rate for this endorsement is eight cents (\$.08) per thousand dollars of the policy amount, or any fraction thereof. The minimum rate is \$175.

If this endorsement is issued in conjunction with a new policy which new policy qualified for a policy reissue rate under Rate Rule PR-4, PR-9 or PR-10, and this endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement will also be seventy percent (70%) of the Original Rate for this endorsement.

If this endorsement is issued with a Loan Policy that is issued simultaneously with an Owner's Policy to which is attached an endorsement under Rate Rule ER-9.1 or ER-9.2 covering the same land, the rate for this endorsement to the Loan Policy shall be fifty percent (50%) of the Original Rate based on the amount of the Loan Policy issued and the rate for the respective Owner's Policy endorsement shall be the Original Rate based on the amount of the Owner's Policy issued.

If the ALTA 9.0-06, ALTA 9.3-06 or ALTA 9.7-06 is issued in conjunction with the ALTA 9.6 on the same policy, the minimum premium for each endorsement shall be \$75.

**ER-9.4 OTIRB OH-9.4 RESTRICTIONS, ENCROACHMENTS, MINERALS, OWNER'S POLICY, UNIMPROVED LAND (ALTA FORM 9.4)**

**WITHDRAWN – DECEMBER 1, 2012**

**ER-9.5 OTIRB OH-9.5 RESTRICTIONS, ENCROACHMENTS, MINERALS, OWNER'S POLICY, IMPROVED LAND (ALTA FORM 9.5)**

**WITHDRAWN – DECEMBER 1, 2012**

**ER-9.6 OTIRB OH-9.6 PRIVATE RIGHTS – LOAN POLICY (ALTA FORM 9.6-06)**

This endorsement, subject to its terms and conditions, insures the insured under a Loan Policy against loss or damage due to the enforcement of a "Private Right" in a covenant that results in the invalidity, unenforceability or lack of priority of the lien of the insured mortgage, or, that causes a loss of the insured's title acquired in satisfaction or partial satisfaction of the indebtedness. "Private Right" is defined as (i) a private charge or assessment; (ii) an option to purchase; (iii) a right of first refusal; or (iv) a right of prior approval of a future purchaser or occupant.

The rate for this endorsement is five cents (\$.05) per thousand dollars of the policy amount, or any fraction thereof. The minimum rate is \$150.

If this endorsement is issued in conjunction with a new policy which new policy qualifies for a reissue rate or refinance rate under Rate Rule PR-4, PR-9 or PR-10, and this endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement shall be seventy percent (70%) of the Original Rate for this endorsement.

If the ALTA 9.0-06, ALTA 9.3-06 or ALTA 9.7-06 is issued in conjunction with the ALTA 9.6 on the same policy, the minimum premium for each endorsement shall be \$75.

**ER-9.6.1 OTIRB OH-9.6.1 PRIVATE RIGHTS-CURRENT ASSESSEMENTS - LOAN POLICY (ALTA FORM 9.6.1)**

This endorsement, subject to its terms and conditions insures the Insured under a Loan Policy against loss or damage due to the enforcement of a “Private Right” in a covenant that results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or, that causes a loss of the Insured’s title acquired in satisfaction or partial satisfaction of the indebtedness. “Private Right” is defined as (i) a private charge or assessment due and payable at Date of Policy; (ii) an option to purchase; (iii) a right of first refusal; or (iv) a right of prior approval of a future purchaser or occupant.

The rate for this endorsement is five cents (\$.05) per thousand dollars of the policy amount, or any fraction thereof. The minimum rate is \$150.

If this endorsement is issued in conjunction with a new policy which new policy qualifies for a reissue rate or refinance rate under Rate Rule PR-4, PR-9 or PR-10, and this endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement shall be seventy percent (70%) of the Original Rate for this endorsement.

If the ALTA 9.0-06, ALTA 9.3-06 or ALTA 9.7-06 is issued in conjunction with the ALTA 9.6.1-06 on the same policy, the minimum premium for each endorsement shall be \$75.

**ER-9.7 OTIRB OH-9.7 RESTRICTIONS, ENCROACHMENTS, MINERALS – LAND UNDER DEVELOPMENT – LOAN POLICY (ALTA FORM 9.7-06)**

This endorsement, subject to its terms and conditions, provides the insured under a Loan Policy a variety of additional affirmative coverages including, but not limited to, insurance that there are no covenants, conditions or restrictions under which the lien of the mortgage can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired; insurance against present violations of covenants, conditions or restrictions; and insurance against encroachments of existing improvements located on the Land or a Future Improvement (built in accordance with plans) and against damage to existing improvements located on the Land or a Future Improvement resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals.

The rate for this endorsement is ten cents (\$.10) per thousand dollars, or any fraction thereof, of the policy amount. The minimum rate shall be \$150.

If this endorsement is issued in conjunction with a new policy which new policy qualifies for a policy reissue rate or refinance rate under Rate Rule PR-4, PR-9 or PR-10, and this endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement will also be seventy percent (70%) of the Original Rate for this endorsement.

If the ALTA 9.0-06, ALTA 9.3-06 or ALTA 9.7-06 is issued in conjunction with the ALTA 9.6 on the same policy, the minimum premium for each endorsement shall be \$75.

**ER-9.8 OTIRB OH-9.8 COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT – OWNER’S POLICY (ALTA FORM 9.8-06)**

This endorsement, subject to its terms and conditions, insures the insured under an Owner’s Policy against loss or damage by reason of a violation of an enforceable covenant by an Improvement on the Land or by a Future Improvement (built in accordance with identified plans), unless an exception in Schedule B identifies the violation; enforced removal of an Improvement located on the Land or a Future Improvement (built in accordance with identified plans) as a result of a violation of a building setback line, unless the violation is shown as an exception in Schedule B; and a notice of a violation of an enforceable covenant relating to environmental protection describing any part of the Land.

The rate for this endorsement is eight cents (\$.08) per thousand dollars, or any fraction thereof, of the policy amount. The minimum rate shall be \$150.

If this endorsement is issued in conjunction with a new policy which new policy qualifies for a policy reissue rate or refinance rate under Rate Rule PR-4, PR-9 or PR-10, and this endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement will also be seventy percent (70%) of the Original Rate for this endorsement

**ER-9.9 OTIRB OH-9.9 PRIVATE RIGHTS – OWNER’S POLICY (ALTA FORM 9.9-06, Adopted 04-02-13)**

This endorsement, subject to its terms, conditions and exclusions, insures the Insured under an Owner’s Policy against loss or damage due to enforcement of a “Private Right” in a “Covenant” affecting Title at Date of Policy based on a transfer of Title on or before Date of Policy which causes a loss of the Insured’s Title.

The rate for this endorsement is ten cents (\$.10) per thousand dollars of the policy amount, or any fraction thereof. The minimum rate is \$250.

If this endorsement is issued in conjunction with a new policy which new policy qualifies for a reissue rate or refinance rate under Rate Rule PR-4, PR-9 or PR-10, and this endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement shall be seventy percent (70%) of the Original Rate for this endorsement.

**ER-9.10 OTIRB OH-9.10 RESTRICTIONS, ENCROACHMENTS, MINERALS – CURRENT VIOLATIONS–LOAN POLICY (ALTA 9.10-06, Adopted 04-02-13)**

This endorsement, subject to its terms and conditions, offers the Insured under a Loan Policy coverage against loss or damage sustained by the Insured by reason of a violation or other condition as stated therein that exists at the Date of Policy. Coverage includes, among certain other coverages stated therein, insurance against loss or damage sustained by the Insured by reason of a violation at Date of Policy of a covenant that divests, subordinates, or extinguishes the Lien of the Insured Mortgage; results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage; or causes a loss of the Insured’s Title acquired in satisfaction of the Indebtedness.

The rate for this endorsement is nine cents (\$.09) per thousand, or any fraction thereof, of the policy amount with a minimum rate of \$150.

**ER-10 OTIRB OH-10 ASSIGNMENT (ALTA FORM 10)**

This endorsement insures the named assignee of a mortgage insured under a Loan Policy against loss or damage resulting from (i) the failure of the referenced assignment to vest title of the insured mortgage in the insured assignee, or (ii) any modification or release recorded prior to date of endorsement.

The rate for this endorsement is \$50.

**ER-10.1 OTIRB OH-10.1 ASSIGNMENT AND DATE DOWN (ALTA FORM 10.1)**

This endorsement insures the named assignee of a mortgage insured by a Loan Policy as in Rule 4.10 above but also insures against certain matters recorded between the date of policy and the date of endorsement.

The rate for this endorsement is as follows:

If issued within 2 years of the date of the original Loan Policy, \$100. If issued more than 2 years after the date of the original Loan Policy fifty cents (\$0.50) per thousand or any fraction thereof of the outstanding balance of the loan. Minimum rate is \$125.

**ER-11 OTIRB OH-11 MORTGAGE MODIFICATION (ALTA FORM 11)**

This endorsement insures the insured under a Loan Policy against loss or damage, as defined in the endorsement, arising from the invalidity of a lien of the insured mortgage resulting from modification of the insured mortgage.

The rate for this endorsement is fifty cents (\$0.50) per thousand of the Amount of Insurance. Minimum rate is \$125.

When this endorsement is issued simultaneously with a new Owner's Policy covering identical land, the rate shall be \$100 pursuant to rule PR-6, and the minimum rate for this endorsement shall not apply.

**ER-11.1 OTIRB OH-11.1 MORTGAGE MODIFICATION WITH SUBORDINATION (ALTA FORM 11.1-06)**

This endorsement, subject to its terms, conditions and exclusions, insures the Insured under a Loan Policy against loss or damage arising from the invalidity or unenforceability of the lien of the insured mortgage resulting from the modification of the insured mortgage; the lack of priority of the insured mortgage at the date of the endorsement; and from specified matters set forth in Paragraph 3 of the endorsement not being subordinate to the lien of the insured mortgage.

The rate for this endorsement is fifty cents (\$.50) per thousand of the Amount of Insurance. Minimum rate is \$175. When this endorsement is issued simultaneously with a new Owner's Policy covering identical land, the rate shall be \$100 pursuant to rule PR-6, and the minimum rate for this endorsement shall not apply.

**ER-11.2 OTIRB OH-11.2 MORTGAGE MODIFICATION WITH ADDITIONAL AMOUNT OF INSURANCE (ALTA FORM 11.2-06)**

This endorsement, subject to its terms, conditions and exclusions, insures the Insured under a Loan Policy against loss or damage arising from the invalidity or unenforceability of the lien of the insured mortgage resulting from the modification of the insured mortgage; the lack of priority of the insured mortgage at the date of the endorsement; and from specified matters set forth in Paragraph number 3(c) of the endorsement not being subordinate to the lien of the insured mortgage. In addition, the endorsement has a provision whereby the Amount of Insurance may be increased to a certain amount to be stated therein. The endorsement is for use when one of the purposes of the mortgage modification is to reflect an increase in the amount of the mortgage.

The rate for this endorsement is fifty cents (\$.50) per thousand of the Amount of Insurance prior to the modification of the mortgage plus premium for the increase in the Amount of Insurance as modified by the endorsement at Original Rate calculated under PR-8, beginning within the highest bracket where the original policy amount was calculated. Minimum rate is \$175.

When this endorsement is issued simultaneously with a new Owner's Policy covering identical land, the rate shall be \$100 pursuant to rule PR-6, and the minimum rate for this endorsement shall not apply.

**Example:** An existing mortgage loan with an existing Loan Policy is being modified to, among other matters, increase the amount of the mortgage loan from \$1,500,000 to \$2,500,000. The Amount of Insurance stated on the Loan Policy is the original amount of the mortgage loan, \$1,500,000. The premium for the ALTA 11.2 is calculated as follows:

$\$1,500,000 \div \$1,000 = \$1,500 \times .50 =$	\$750
$\$1,000,000 \div \$1,000 = \$1,000 \times \$2.25 =$	<u>\$2,250</u>
Total premium	\$3,000

**ER-12 OTIRB OH-12 AGGREGATION (ALTA FORM 12)**

This endorsement amends Section 7 of the conditions and stipulations of the Loan Policy to provide that the amount of insurance available to cover liability for loss or damage under the policy shall be the aggregate of the amount of insurance under the Ohio policy or policies and any other policy identified in the endorsement, subject to a maximum stated amount.

The rate for this endorsement is fifteen cents (\$0.15) per thousand of the amount of insurance under the Ohio policy or policies. The minimum rate shall be \$75.

**ER-12.1 OTIRB OH-12.1 AGGREGATION – STATE LIMITS – LOAN (ALTA FORM 12.1-06)**

This endorsement is the same as ALTA Form 12 in that it amends Sections 7, 8, and 10 of the Conditions of the Loan policy to provide that the amount of insurance available to cover liability for loss or damage under the policy shall be the aggregate of the amount of insurance under the Ohio policy or policies and any other policy identified in the endorsement, subject to an overall maximum stated amount. This endorsement differs from ALTA Form 12 in that it allows for a statement of the maximum amount of insurance by Land located in identified states.

The rate for this endorsement is fifteen cents (\$.15) per thousand of the amount of insurance under the Ohio policy or policies. The minimum rate shall be \$75.

**ER-13 OTIRB OH-13 LEASEHOLD-OWNER’S (ALTA FORM 13)**

This endorsement modifies and supplements the conditions and stipulations of the Owner’s Policy when the estate insured is a leasehold estate. No additional premiums or rates are applicable over and above the applicable premiums for the Owner’s Policy.

**ER-13.1 OTIRB OH-13.1 LEASEHOLD-LENDER’S (ALTA FORM 13.1)**

This endorsement modifies and supplements the conditions and stipulations of the Loan Policy when the security covered by the insured mortgage is a leasehold estate. No additional premiums or rates are applicable over and above the applicable premiums for the Loan Policy.

**ER-14 OTIRB OH-14 FUTURE ADVANCE – PRIORITY (ALTA FORM 14)**

This endorsement provides coverage to a lender for loss the lender might sustain in the event a future advance does not have the same priority as the original mortgage as though the advance had been made at the time the mortgage was made. It also covers the lender's loss if each advance does not create a valid and enforceable lien on the title secured by the insured mortgage and the lender's loss sustained resulting from invalidity or unenforceability of the insured mortgage because of re-advance and repayments of the mortgage, lack of an outstanding indebtedness before any advance, and failure of the lender to comply with the requirements of state law to secure the advances. It also includes ALTA Form 6 endorsement coverage.

The rate for this endorsement is 25% of Original Rate for a Loan Policy as set forth in Rule PR-8 calculated at the first dollar of liability, for the revolving, future advance portion, if any. The rate shall be 10% of the Original Rate for a Loan Policy as set forth in Rule PR-8 calculated at the first dollar of liability, for the non-revolving, future advance portion, if any. If the mortgage contains both a revolving, future advance and a non-revolving, future advance provision, the rate for the endorsement is the sum of the rates as set forth above.

In the event that the revolving, future advance portion of the mortgage insured by the policy to which this endorsement is attached is intended to finance the construction of improvements on the Land, an additional 10% of the Original Rate shall be added to the 25% rate set forth above.

The minimum rate for this endorsement is \$250.

*EXAMPLES: ER-14, FUTURE ADVANCE-PRIORITY*

Non-Revolving, Non-Construction:

Loan Policy in the face amount of \$10,000,000. The entire amount of the loan is non-revolving and the loan is not to finance construction.

Original Rate for a \$10,000,000 Loan Policy =	\$22,925.00
	<u>        x .10</u>
Endorsement Premium	\$ 2,292.50

Non-Revolving, Construction:

Loan Policy in the face amount of \$10,000,000. The entire amount of the loan is non-revolving and the entire loan is to finance construction.

Original Rate for a \$10,000,000 Loan Policy =	\$22,925.00
	<u>      x .10</u>
Endorsement Premium	\$ 2,292.50

Revolving and Non-Revolving - Total Non-Construction:

Loan Policy in the face amount of \$10,000,000, with \$6,000,000 of that amount being non-revolving and \$4,000,000 revolving. The loan will not finance construction.

Non-Revolving Portion

Original Rate for a \$6,000,000 Loan Policy =	\$13,925.00
	<u>      x .10</u>
	\$ 1,392.50

Revolving Portion

Original Rate for a \$4,000,000 Loan Policy =	\$ 9,425.00
	<u>      x .25</u>
	\$ 2,356.25

Total Endorsement Premium	<u>\$ 3,748.75</u>
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Revolving and Non-Revolving - Portion for Construction Non Revolving:

Loan Policy in the face amount of \$10,000,000 with \$6,000,000 of that amount being non-revolving, to finance construction, and \$4,000,000 revolving and not for construction.

Non-Revolving, Construction Portion

Original Rate for a \$6,000,000 Loan Policy =	\$13,925.00
	<u>      x .10</u>
	\$ 1,392.50

Revolving, Non-Construction Portion

Original Rate for a \$4,000,000 Loan Policy =	\$ 9,425.00
	<u>      x .25</u>
	\$ 2,356.25

Total Endorsement Premium \$ 3,748.75

Revolving and Non-Revolving - Portion for Construction Revolving:

Loan Policy in the face amount of \$10,000,000 with \$6,000,000 of that amount being non-revolving, and \$4,000,000 revolving and for construction purposes.

Non-Revolving, Non Construction Portion

Original Rate for a \$6,000,000 Loan Policy =	\$13,925.00
	<u>      x .10</u>
	\$ 1,392.50

Revolving, Non-Construction Portion

Original Rate for a \$4,000,000 Loan Policy =	\$ 9,425.00
	<u>      x .35</u>
	\$ 3,298.75

Total Endorsement Premium \$ 4,691.25

Revolving, Non-Construction:

Loan Policy in the face amount of \$10,000,000. The entire amount of the loan is a revolving credit facility and will not finance construction.

Original Rate for a \$10,000,000 Loan Policy =	\$22,925.00
	<u>          x .25</u>
Endorsement Premium	\$ 5,731.25

Revolving, Construction:

Loan Policy in the face amount of \$10,000,000. The entire amount of the loan is a revolving credit facility and will finance construction.

Original Rate for a \$10,000,000 Loan Policy =	\$22,925.00
	<u>          x .35</u>
Endorsement Premium	\$ 8,023.75

ER-14.1 OTIRB OH-14.1 FUTURE ADVANCE-KNOWLEDGE (ALTA FORM 14.1)

This endorsement is very similar to the Form 14 endorsement but is available for loans under which the loan documents provide that the lender has the option of not making an advance for any reason. The coverage is identical to the Form 14 except that there is an additional exclusion from coverage for loss due to intervening liens of which the lender has actual knowledge at the time of making an advance.

The rate for this endorsement is 20% of Original Rate for a Loan Policy as set forth in Rule PR-8 calculated at the first dollar of liability, for the revolving, future advance portion, if any. The rate shall be 5% of the Original Rate for a Loan Policy as set forth in Rule PR-8 calculated at the first dollar of liability, for the non-revolving, future advance portion, if any. If the mortgage contains both a revolving, future advance and a non-revolving, future advance provision, the rate for the endorsement is the sum of the rates as set forth above.

In the event that the revolving, future advance portion of the mortgage insured by the policy to which this endorsement is attached is intended to finance the construction of improvements on the Land, an additional 10% of the Original Rate shall be added to the 20% rate set forth above.

The minimum rate for this endorsement is \$250.

*EXAMPLES - ER-14.1, FUTURE ADVANCE-KNOWLEDGE*

Non-Revolving, Non-Construction:

Loan Policy in the face amount of \$10,000,000. The entire amount of the loan is non-revolving and the loan is not to finance construction.

Original Rate for a \$10,000,000 Loan Policy =	\$22,925.00
	<u>      x .05</u>
Endorsement Premium	\$ 1,146.25

Non-Revolving, Construction:

Loan Policy in the face amount of \$10,000,000. The entire amount of the loan is non-revolving and the entire loan is to finance construction.

Original Rate for a \$10,000,000 Loan Policy =	\$22,925.00
	<u>      x .05</u>
Endorsement Premium	\$ 1,146.25

Revolving and Non-Revolving - Total Non-Construction:

Loan Policy in the face amount of \$10,000,000, with \$6,000,000 of that amount being non-revolving and \$4,000,000 revolving. The loan will not finance construction.

Non-Revolving Portion



Non-Revolving, Non Construction Portion

Original Rate for a \$6,000,000 Loan Policy =	\$13,925.00
	<u>      x .05</u>
	\$ 696.25

Revolving, Non-Construction Portion

Original Rate for a \$4,000,000 Loan Policy =	\$ 9,425.00
	<u>      x .30</u>
	\$ 2,827.50

Total Endorsement Premium	<u>\$ 3,523.75</u>
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Revolving, Non-Construction:

Loan Policy in the face amount of \$10,000,000. The entire amount of the loan is a revolving credit facility and will not finance construction.

Original Rate for a \$10,000,000 Loan Policy =	\$22,925.00
	<u>      x .20</u>
Endorsement Premium	\$ 4,585.00

Revolving, Construction:

Loan Policy in the face amount of \$10,000,000. The entire amount of the loan is a revolving credit facility and will finance construction.

Original Rate for a \$10,000,000 Loan Policy =	\$22,925.00
	<u>      x .30</u>
Endorsement Premium	\$ 6,877.50

**ER-14.2 OTIRB OH-14.2 FUTURE ADVANCE–LETTER OF CREDIT  
(ALTA FORM 14.2)**

This endorsement is similar to the Form 14 endorsement but is appropriate to be used when the insured mortgage secures repayment of future advances made under a letter of credit, surety agreement (bond), or reimbursement agreement.

The rate for this endorsement is 25% of the Original Rate for Loan Policies as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. In the event, however, that the policy to which this endorsement is attached insures a mortgage which secures an indebtedness which has both a revolving, future advance portion and a fixed, non-revolving portion, the rate charged for this endorsement shall apply only to the revolving future advance portion of the indebtedness.

In the event that the proceeds of the mortgage insured by the policy to which this endorsement is attached are intended to finance the construction of improvements on the Land described in the policy, an additional rate of 10% of the Original Rate shall be added to the rate set forth above in this rule. The minimum rate for this endorsement is \$250.

**ER-14.3 OTIRB OH-14.3 FUTURE ADVANCE–REVERSE MORTGAGE  
(ALTA FORM 14.3)**

This endorsement is similar to the Form 14 endorsement but is available for loans under reverse mortgage agreements in which the mortgagors must be at least 62 years of age at the date of policy. The coverage is also similar to the Form 14.1 in that there is an additional exclusion from coverage for loss due to intervening liens of which the lender has actual knowledge at the time of making an advance.

The rate for this endorsement is 20% of the Original Rate for Loan Policies as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. In the event, however, that the policy to which this endorsement is attached insures a mortgage which secures an indebtedness which has both a revolving, future advance portion and a non-revolving portion, the rate charged for this endorsement shall apply only to the revolving, future advance portion of the indebtedness, provided however, that in any event, the minimum rate for this endorsement is \$250.

**ER-15 OTIRB OH-15 NONIMPUTATION–FULL EQUITY TRANSFER  
(ALTA FORM 15)**

This endorsement may be issued in connection with a new Owner's Policy that insures title in the existing entity that owns the land but said owning entity is losing all of its partners, members, or shareholders (prior equity holders) and gaining new equity holders in a full equity transfer of the entity. This endorsement puts the incoming equity holders in a similar position to a bona fide purchaser without knowledge of any prior unknown acts of the entity or knowledge of its prior equity holders which may affect title by providing that such prior acts or knowledge will not be imputed to the insured entity.

The rate for this endorsement is 10% of the Original Rate for Owners Policies as set forth in Rule PR-1 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$250.

**ER-15.1 OTIRB OH-15.1 NONIMPUTATION–ADDITIONAL INSURED  
(ALTA FORM 15.1)**

This endorsement may be issued to an existing Owner's Policy insuring title in both the owning entity and a new partner, member or shareholder (new equity holders) of the insured entity which new equity holder may be added as an insured under the existing Owner's Policy. Under this endorsement, existing knowledge, acts, or inaction of the entity and its other partners, members, or shareholders (existing equity holder(s)), up to the date of the policy, that may affect title and have not been disclosed to the new equity holder(s) will not be imputed to the new equity holder(s) as additional insureds.

The rate for this endorsement is 10% of the Original Rate for Owners Policies as set forth in Rule PR-1 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$250.

**ER-15.2 OTIRB OH-15.2 NONIMPUTATION–PARTIAL EQUITY TRANSFER  
(ALTA FORM 15.2)**

This endorsement may be issued with a new Owner's Policy in a transaction where an incoming partner, member, or shareholder (new equity holder) is purchasing an equity interest in the entity that holds title to the land and the new equity holder is requesting its own Owner's Policy which excludes liability for the undisclosed pre-existing knowledge, acts or inaction of the entity and its other partners, members, or shareholders.

The rate for this endorsement is 10% of the Original Rate for Owners Policies as set forth in Rule PR-1 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$250.

**ER-16 OTIRB OH-16 MEZZANINE FINANCING (ALTA FORM 16)**

This endorsement may be issued to either an existing Owner's Policy or a new Owner's Policy showing title vested in an entity and naming that entity as insured in a transaction in which there is also a mezzanine loan being made to the partners, members, or shareholders (equity holders) of the owning entity secured by a pledge of the equity holder's interest in the entity. This endorsement assigns to the mezzanine lender the right to receive payments otherwise payable to the insured under the policy.

The rate for this endorsement is 10% of the Original Rate for Owners Policies as set forth in Rule PR-1 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$250.

**ER-17 OTIRB OH-17 ACCESS AND ENTRY-DIRECT (ALTA FORM 17)**

This endorsement to an Owners or Loan Policy provides coverage for loss or damage if the insured lacks both actual vehicular and pedestrian access to and from a specifically identified street or road, if the street is not physically open and publicly maintained or if the insured has no right to use the existing curb cuts or entries off of the street or road onto the land.

The rate for this endorsement is \$150.

**ER-17.1 OTIRB OH-17.1 ACCESS AND ENTRY-INDIRECT (ALTA FORM 17.1)**

This endorsement provides the same coverages to Owners or Lenders as OH-17 but is intended to be used when access is provided by virtue of a specifically identified appurtenant easement.

The rate for this endorsement is \$250.

**ER-17.2 OTIRB OH-17.2 UTILITY ACCESS (ALTA FORM 17.2)**

This endorsement to an Owner's or Loan Policy provides coverage for loss or damage if the insured lacks the right of access to various specifically selected utilities or services either over, under or upon rights of way or easements for the benefit of the Land.

The rate for this endorsement is \$250.

**ER-18 OTIRB OH-18 SINGLE TAX PARCEL (ALTA FORM 18)**

This endorsement can be issued with an Owners Policy or Loan Policy and insures that the land specifically identified in the policy is a single and separate tax parcel and not part of a larger parcel of land.

The rate for this endorsement is \$50.

**ER-18.1 OTIRB OH-18.1 MULTIPLE TAX PARCELS (ALTA FORM 18.1)**

This endorsement provides similar coverage to the Form 18 in connection with multiple tax parcels included within the legal description of the land. This endorsement protects the insured against loss if the land specifically identified is not assessed for real estate tax purposes under the tax identification numbers listed in the endorsement or if those tax numbers include any other land other than what is identified.

The rate for this endorsement is \$50.

**ER-18.2 OTIRB OH-18.2 MULTIPLE TAX PARCELS (ALTA FORM 18.2)**

This endorsement is similar to the ALTA 18.1 endorsement except it does not insure against loss or damage by reason of an easement, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes assessed against the servient estate.

The rate for this endorsement is \$50.

**ER-18.3 OTIRB OH-18.3 SINGLE TAX PARCEL AND ID (ALTA FORM 18.3)**

This endorsement can be issued with Owner's Policy or a Loan Policy and insures against loss or damage sustained by the Insured by reason of: 1.) the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes; or 2.) any portion of the Land not being assessed for real estate taxes under an identified tax identification number.

The rate for this endorsement is \$50.

**ER-19 OTIRB OH-19 CONTIGUITY–MULTIPLE PARCELS (ALTA FORM 19)**

This endorsement may be issued with an Owners Policy or Loan Policy and insures against loss or damage if the boundaries to multiple parcels described in the endorsement are not contiguous as described or if there are any strips, gaps or gores separating the contiguous boundaries described in the endorsement.

The rate for this endorsement is \$50.

**ER-19.1 OTIRB OH-19.1 CONTIGUITY–SINGLE PARCEL (ALTA FORM 19.1)**

This endorsement is similar to the OH-19 but it is issued when there is only a single parcel described in the policy, which parcel, however, is contiguous to some other land described in the endorsement but not insured in the policy.

The rate for this endorsement is \$150.

**ER-19.2 OTIRB OH-19.2 CONTIGUITY - SPECIFIED PARCELS (ALTA FORM 19.2)**

This endorsement may be issued with an Owner’s Policy or a Loan Policy and insures against loss or damage sustained by the Insured by reason of there being any gaps, strips, or gores lying within or between specified parcels as depicted in a referenced survey.

The rate for this endorsement shall be \$50.

**ER-20 OTIRB OH-20 FIRST LOSS (ALTA FORM 20)**

This endorsement may be issued in connection with a Loan Policy and provides that, in the event of a loss insured against under the policy, the insurer’s liability shall be determined without requiring the maturity of the entire indebtedness and without requiring the insured to pursue its remedies against any additional property securing the indebtedness.

The rate for this endorsement is fifteen percent (15%) of the original rate, subject to a minimum of \$250. If this endorsement is issued in conjunction with a new policy which new policy qualifies for a policy reissue rate or refinance rate under Rate Rule PR-4, PR-9 or PR-10, and this endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement will also be 70% of the Original Rate for this endorsement.

**ER-21 OTIRB OH-21 CREDITOR’S RIGHTS AFFIRMATIVE (ALTA FORM 21)**

**WITHDRAWN 4/15/2010**

**ER-22 OTIRB OH-22 LOCATION ENDORSEMENT (ALTA FORM 22)**

This endorsement insures the insured against loss or damage sustained by reason of the failure of an improvement identified with a street address to be located on the land described in the policy as of the date of the policy.

The rate for this endorsement is \$150.

**ER-22.1 OTIRB OH-22.1 LOCATION AND MAP ENDORSEMENT  
(ALTA FORM 22.1)**

This endorsement insures the insured against loss or damage sustained by reason of the failure of an improvement identified with a street address to be located on the land described in the policy as of the date of the policy, and as delineated on a survey, as attached to the endorsement. The rate for this endorsement is \$250.

**ER-23 OTIRB OH - 23 CO-INSURANCE – SINGLE POLICY (ALTA FORM 23)**

As a transaction where the total liability is assumed by two or more co-insurers, with the liability being divided between the co-insurers from the first dollar, the rate applicable to the liability assumed by each co-insurer shall be the applicable rate computed as though each co-insurer were the primary insurer from the first dollar of its liability. There is no additional premium for the endorsement.

**ER-23.1 OTIRB OH-23.1 CO-INSURANCE – MULTIPLE POLICIES (ALTA FORM 23.1)**

In transactions where the total liability under multiple policies is assumed by two or more co-insurers, with the liability being divided between or among the co-insurers from the first dollar, the rate applicable to the liability assumed by each co-insurer shall be the applicable rate computed as though each co-insurer were the primary insurer from the first dollar of its liability. There is no additional premium for the endorsement.

If the Co-Insurance Policy is aggregated with other policy liability of the Issuing Co-Insurer using either an ALTA 12-06 or an ALTA 12.1-06 endorsement, then the premium under ER-12 or ER-12.1, as the case may be, must be charged.

**ER-24 OTIRB OH-24 DOING BUSINESS (ALTA FORM 24)**

This endorsement may be issued in connection with a Loan Policy insuring a lender against loss or damage sustained by reason of the invalidity or unenforceability of the lien of the Insured Mortgage on the ground that making the loan secured by the Insured Mortgage constituted a violation of the “doing – business” laws of the State of Ohio because of the failure of the Insured to qualify to do business under those laws.

The rate for this endorsement is \$250.

**ER-25 OTIRB OH-25 SAME AS SURVEY (ALTA FORM 25)**

This endorsement insures the insured against loss or damage sustained by reason of the failure of the Land described in the policy to be the same as that delineated on the survey identified by reference in the endorsement.

The rate for this endorsement is \$150.

**ER-25.1 OTIRB OH-25.1 SAME AS PORTION OF SURVEY (ALTA FORM 25.1)**

This endorsement insures the insured against loss or damage sustained by reason of the failure of the Land described in the policy to be the same as that specified portion of Land delineated on the survey identified by reference in the endorsement.

The rate for this endorsement is \$150.

**ER-26 OTIRB OH-26 SUBDIVISION (ALTA FORM 26)**

This endorsement may be used in connection with an Owner’s or Loan Policy and insures the insured that the Land described in the Policy constitutes a lawfully created parcel pursuant to subdivision statutes and local subdivision ordinances applicable to the Land.

The rate for this endorsement is \$250.

**ER-27 OTIRB OH-27 USURY (ALTA FORM 27)**

This endorsement may be issued in connection with a Loan Policy and provides the Insured with protection against loss or damage by reason of the invalidity or unenforceability of the lien of the Insured Mortgage as a result of a final judicial determination that the loan secured by the insured mortgage is usurious.

The rate for this endorsement is \$250.

**ER-28 OTIRB OH-28 EASEMENT – DAMAGE OR ENFORCED REMOVAL  
(ALTA FORM 28)**

This endorsement to an Owner's Policy or Loan Policy, subject to its terms and conditions, insures the insured against loss or damage sustained by reason of damage to an existing building located on the Land or enforced removal or alteration of an existing building located on the Land as a result of the exercise of the right of use or maintenance of an easement excepted in Schedule B of the Policy where the encroachment or possible encroachment of the existing building into the easement is known at the time of issuance.

When this endorsement is issued to a Loan Policy in connection with an owner-occupied, one-to-four family residence, the rate for this endorsement is \$250 for the first easement identified in the endorsement and \$100 for each additional easement identified in the endorsement.

In all other cases, the rate for this endorsement is \$500 for the first easement identified in the endorsement and \$250 for each additional easement identified in the endorsement.

**ER-28.1 OTIRB OH-28.1 ENCROACHMENTS – BOUNDARIES AND EASEMENTS  
(ALTA FORM 28.1)**

This endorsement to an Owner's Policy or a Loan Policy, subject to its terms and conditions, insures the Insured against loss or damage sustained by reason of an encroachment of any improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement; and encroachment of any improvement located on adjoining land onto the Land; enforced removal of any improvement located on the Land as a result of an encroachment of the improvement into any portion of the Land subject to an easement; and enforced removal of any improvement located on the Land encroaching onto adjoining land.

When this endorsement is issued to a Loan Policy in connection with an owner-occupied, one-to-four family residence, the rate for this endorsement is as follows: (A) If there are no known encroachments, the rate shall be \$150. (B) If there are known encroachments and they are not otherwise excepted from coverage, the rate shall be \$250 for the first encroachment and \$100 for each additional encroachment.

In all other cases, the rate for this endorsement is as follows: (A) If there are no known encroachments, the rate shall be \$250. (B) If there are known encroachments, and they are not otherwise excepted from coverage, the rate shall be \$500 for the first encroachment and \$250 for each additional encroachment.

**ER-28.2 OTIRB OH-28.2 ENCROACHMENTS – BOUNDARIES AND EASEMENTS-  
DESCRIBED IMPROVEMENTS (ALTA FORM 28.2)**

This endorsement to an Owner's Policy or a Loan Policy, subject to its terms and conditions, insures the Insured against loss or damage sustained by reason of an encroachment of any Improvement, specifically named or identified in the endorsement, located on the Land onto adjoining land or onto that portion of the Land subject to an easement; an encroachment of any Improvement, specifically named or identified in the endorsement, located on adjoining land onto the Land; enforced removal of any Improvement, specifically named or identified in the endorsement, located on the Land as a result of an encroachment of the Improvement into any portion of the Land subject to an easement; and enforced removal of any specifically identified Improvement located on the Land encroaching onto adjoining land.

When this endorsement is issued to a Loan Policy in connection with an owner-occupied, one to four-family residence, the rate for this endorsement is as follows: (A) If there are no known encroachments, the rate shall be \$150. (B) If there are known encroachments and they are not otherwise excepted from coverage, the rate shall be \$250 for the first encroachment and \$100 for each additional encroachment.

In all other cases, the rate for this endorsement is as follows: (A) If there are no known encroachments, the rate shall be \$250. (B) If there are known encroachments, and they are not otherwise excepted from coverage, the rate shall be \$500 for the first encroachment and \$250 for each additional encroachment.

**ER-28.3 OTIRB OH-28.3 ENCROACHMENTS - BOUNDARIES AND EASEMENTS - DESCRIBED IMPROVEMENTS AND LAND UNDER DEVELOPMENT (ALTA FORM 28.3)**

This endorsement to an Owner's Policy or Loan Policy, subject to its terms, conditions and exceptions, insures the Insured against loss or damage sustained by reason of an encroachment of an Improvement or Future Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement; an encroachment of any Improvement located on adjoining land onto the Land at Date of Policy; enforced removal of any Improvement or Future Improvement located on the Land as a result of an encroachment by the Improvement or Future Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for purposes of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement or Future Improvement; or enforced removal of any Improvement or Future Improvement located on the Land that encroaches onto adjoining land.

The rate for this endorsement shall be as follows: (A) If there are no known encroachments, the rate shall be \$350. (B) If there are known encroachments and they are not excepted from coverage by Section 4 of the endorsement or otherwise, the rate shall be \$500 for the first encroachment and \$250 for each additional encroachment.

**ER-29 OTIRB OH 29 INTEREST RATE SWAP ENDORSEMENT-DIRECT OBLIGATION (ALTA FORM 29)**

This endorsement to a Loan policy, subject to the conditions stated in the endorsement, insures against loss by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Swap Obligation at Date of Endorsement. A Swap Obligation is defined as a monetary obligation under an interest rate exchange agreement.

The rate for this endorsement, if issued at the Date of Policy, is ten percent (10%) of the Original Rate. If this endorsement is issued subsequent to the Date of Policy, the rate is fifteen percent (15%) of the Original Rate. The minimum rate for this endorsement is \$500.

**ER-29.1 OTIRB OH 29.1 INTEREST RATE SWAP ENDORSEMENT ADDITIONAL INTEREST (ALTA FORM 29.1)**

This endorsement to a Loan policy, subject to the conditions stated in the endorsement, insures against loss by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Swap Obligation at Date of Endorsement where the Swap Obligation requires payment of additional interest as defined in said Swap Obligation.

The rate for this endorsement, if issued at the Date of Policy is ten percent (10%) of the Original Rate. If this endorsement is issued subsequent to the Date of Policy, the rate is fifteen percent (15%) of the Original Rate. The minimum rate for this endorsement is \$500.

**ER-29.2 OTIRB OH 29.2 INTEREST RATE SWAP ENDORSEMENT – DIRECT OBLIGATION-DEFINED AMOUNT (ALTA 29.2)**

This endorsement to a Loan Policy, subject to the conditions stated in the endorsement, insures against loss 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. This endorsement includes a provision for an Additional Amount of Insurance for a loss under the insuring provisions of the endorsement.

The rate for this endorsement, if issued at the Date of Policy, is ten percent (10%) of the Original Rate calculated on the aggregate of the Amount of Insurance in Schedule A of the Loan Policy and the Additional Amount of Insurance identified in the endorsement, plus premium for the Additional Amount of Insurance at Original Rate calculated under PR-8, beginning with the highest bracket where the original policy amount was calculated. If this endorsement is issued subsequent to the Date of Policy, the rate is fifteen (15%) of the Original Rate calculated on the same aggregate of Amount of Insurance and Additional Amount of Insurance, plus premium for the Additional Amount of Insurance at Original Rate calculated under PR-8, beginning with the highest bracket where the original policy amount was calculated. The minimum rate for this endorsement is \$500.

**ER-29.3 OTIRB OH 29.3 INTEREST RATE SWAP ENDORSEMENT – ADDITIONAL INTEREST-DEFINED AMOUNT (ALTA 29.3)**

This endorsement to a Loan Policy, subject to the conditions stated in the endorsement, insures against loss by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Swap Obligation at Date of Endorsement where the Swap Obligation requires payment of additional interest as defined in said Swap Obligation. This endorsement includes a provision for an Additional Amount of Insurance for a loss under the insuring provisions of the endorsement.

The rate for this endorsement, if issued at the Date of Policy, is ten percent (10%) of the Original Rate calculated on the aggregate of the Amount of Insurance in Schedule A of the Loan Policy and the Additional Amount of Insurance identified in the endorsement, plus premium for the Additional Amount of Insurance at Original Rate calculated under PR-8, beginning with the highest bracket where the original policy amount was calculated. If this endorsement is issued subsequent to the Date of Policy, the rate is fifteen (15%) of the Original Rate calculated on the same aggregate of Amount of Insurance and Additional Amount of Insurance, plus premium for the Additional Amount of Insurance at Original Rate calculated under PR-8, beginning with the highest bracket where the original policy amount was calculated. The minimum rate for this endorsement is \$500.

**ER-30 ONE TO FOUR FAMILY SHARED APPRECIATION MORTGAGE ENDORSEMENT (ALTA FORM 30)**

This endorsement may only be issued with a Loan Policy insuring a mortgage secured by land improved with a one to four family residence. This endorsement insures against loss or damage sustained by the Insured by reason of the invalidity or unenforceability of the lien of the Insured Mortgage as security for the Indebtedness caused by the provisions for Shared Appreciation or loss of priority of the lien of the Insured Mortgage as security for the Indebtedness caused by the provisions for Shared Appreciation contained in the Insured Mortgage.

The rate for this endorsement shall be ten percent (10%) of the Original Rate based on the amount of the Loan Policy (which amount may include additional insurance reflecting the Shared Appreciation indebtedness) with a minimum premium of \$250.

**ER-30.1 COMMERCIAL PARTICIPATION INTEREST (ALTA FORM 30.1)**

This endorsement, subject to the exclusions contained in the endorsement and the Exclusions, Exceptions and Conditions contained in the Policy, insures against loss or damage sustained by the Insured by reason of: (a) the invalidity or unenforceability of the lien of the Insured Mortgage resulting from the provisions in the Insured Mortgage or the Loan Documents which provide for Participation Interest, and (b) lack of priority of the lien of the Insured Mortgage at Date of Policy as security for the unpaid principal balance of the loan and the interest on the loan, including the Participation Interest, if any, which lack of priority is caused by the provisions in the Loan Documents for payment or allocation to the Insured of any Participation Interest.

The rate for this endorsement is ten percent (10%) of the Original Rate for the Loan Policy as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$250.

**ER-31 SEVERABLE IMPROVEMENTS (ALTA FORM 31)**

This endorsement to an Owner's or Loan Policy includes in the calculation of loss under the policy certain losses and costs related to "Severable Improvements", as set forth and defined therein.

This endorsement shall only be issued when the Amount of Insurance in Schedule A of the Policy includes the aggregate of the Full Value of the Land or Full Value of Leasehold Estate and Full Value of the Severable Improvements. The rate for this endorsement is \$250.

**ER-32 CONSTRUCTION LOAN – LOSS OF PRIORITY (ALTA FORM 32)**

This endorsement may only be issued with a Loan Policy insuring a mortgage the proceeds of which are intended to finance the construction of improvements on the Land. The endorsement provides coverage, on an incremental basis, to a lender for loss the lender might sustain, subject to the terms, conditions and exclusions stated therein, due to the invalidity or unenforceability of the lien of the Insured Mortgage; the lack of priority of the lien of the Insured Mortgage, as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on title in the Public Records and not shown in Schedule B; and the lack of priority of the lien of the Insured Mortgage, as security for each Construction Loan Advance over any mechanics lien, but only to the extent that the charges for which the mechanics lien is claimed were designated for payment in the documents supporting a Construction Loan Advance disbursed by or on behalf of the Insured on or before the Date of Coverage.

The rate for this endorsement is 25% of the Original Rate for Loan Policies as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$500.

**ER-32.1 CONSTRUCTION LOAN – LOSS OF PRIORITY – DIRECT PAYMENT  
(ALTA FORM 32.1)**

This endorsement may only be issued with a Loan Policy insuring a mortgage the proceeds of which are intended to finance the construction of improvements on the Land. The endorsement provides coverage, on an incremental basis, to a lender for loss the lender might sustain, subject to the terms, conditions and exclusions stated therein, due to the invalidity or unenforceability of the lien of the Insured Mortgage; the lack of priority of the lien of the Insured Mortgage, as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on title in the Public Records and not shown in Schedule B; and the lack of priority of the lien of the Insured Mortgage, as security for each Construction Loan Advance over any mechanics lien, but only to the extent that direct payment to the mechanic's lien claimant has been made by the Company or by the Insured with the Company's written approval.

The rate for this endorsement is 15% of the Original Rate for Loan Policies as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$250.

**ER-32.2 CONSTRUCTION LOAN - LOSS OF PRIORITY - INSURED'S DIRECT PAYMENT (ALTA FORM 32.2)**

This endorsement may only be issued with a Loan Policy insuring a mortgage the proceeds of which are intended to finance the construction of improvements on the Land. The endorsement provides coverage, on an incremental basis, to a lender for loss the lender might sustain, subject to the terms, conditions and exclusions stated therein, due to the invalidity or unenforceability of the lien of the Insured Mortgage; the lack of priority of the lien of the Insured Mortgage, as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on the Title recorded in the Public Records and not shown in Schedule B; and the lack of priority of the lien of the Insured Mortgage, as security for each Construction Loan Advance over any Mechanics' Lien, if notice of the Mechanics' Lien is not filed or recorded in the Public Records, but only to the extent that direct payment to the Mechanic's Lien claimant has been made by the Insured or on the Insured's behalf on or before the Date of Coverage.

The rate for this endorsement is twenty percent (20%) of the Original Rate for the Loan Policy as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$250.

**ER-33 CONSTRUCTION LOAN DISBURSEMENT (ALTA FORM 33)**

This endorsement may be issued in connection with a Loan Policy insuring a mortgage the proceeds of which are intended to finance the construction of improvements to the Land and which Loan Policy has been endorsed with either ALTA Form 32-06, ALTA Form 32.1-06 or ALTA Form 32.2-06 . This endorsement may be used to extend the Date of Coverage as to mechanic liens on an incremental basis and to amend Schedule A and/or Schedule B of the Loan Policy.

The rate for this endorsement is \$100.

**ER-34 RESERVED**

**ER-34.1 IDENTIFIED EXCEPTION & IDENTIFIED RISK COVERAGE (ALTA FORM 34.1)**

Subject to its terms and conditions, this endorsement insures against loss or damage suffered by the insured, under either a Loan Policy or an Owner's Policy, by reason of: a. the exercise or enforcement of an Identified Risk specified therein by an adverse party; or b. the release of a prospective purchaser or lessee of the Title or a lender on the Title from the obligation to purchase, lease, or lend, as a result of the Identified Risk arising out of the Identified Exception.

This endorsement may only be issued when a coverage and rate for the Identified Risk are not available through any other existing filed forms and rates.

The rate for this endorsement shall be determined by the insurer in a manner consistent with the Identified Risk, as determined by the insurer, using the general pricing procedures as set forth herein as a guide.

The minimum rate for this endorsement shall be \$250.

**ER-35 OTIRB OH-35 MINERALS AND OTHER SUBSURFACE SUBSTANCES – BUILDINGS (ALTA FORM 35)**

This endorsement to an Owner's Policy or Loan Policy, subject to its terms and conditions, insures the insured against loss or damage by reason of the enforced removal or alteration of any building resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances.

The rate for this endorsement is ten percent (10%) of the Original Rate for the policy and is in addition to the policy premium. The minimum rate is \$250.

**ER-35.1 OTIRB OH-35.1 MINERALS AND OTHER SUBSURFACE SUBSTANCES – IMPROVEMENTS (ATLA FORM 35.1)**

This endorsement to an Owner's Policy or Loan Policy, subject to its terms and conditions, insures the insured against loss or damage by reason of the enforced removal or alteration of any improvement resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances.

The rate for this endorsement is fifteen percent (15%) of the Original Rate for the policy and is in addition to the policy premium. The minimum rate is \$250.

**ER-35.2 OTIRB OH-35.2 MINERALS AND OTHER SUBSURFACE SUBSTANCES DESCRIBED IMPROVEMENTS (ALTA FORM 35.2)**

This endorsement to an Owner's Policy or Loan Policy, subject to its terms and conditions, insures the insured against loss or damage by reason of the enforced removal or alteration of any improvement specifically identified in the endorsement resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances.

The rate for this endorsement is fifteen percent (15%) of the Original Rate for the policy and is in addition to the policy premium. The minimum rate is \$250.

**ER-35.3 OTIRB OH-35.3 MINERALS AND OTHER SUBSURFACE SUBSTANCES – LAND UNDER DEVELOPMENT (ALTA FORM 35.3)**

This endorsement to an Owner's Policy or Loan Policy, subject to its terms and conditions, insures the insured against loss or damage by reason of the enforced removal or alteration of any improvement or future improvement (as long as it is built in accordance with certain identified plans) resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances.

The rate for this endorsement is fifteen percent (15%) of the Original Rate for the policy and is in addition to the policy premium. The minimum rate is \$250.

**ER-36 OTIRB OH-36 ENERGY PROJECT – LEASEHOLD / EASEMENT – OWNER'S (ALTA FORM 36)**

This endorsement may only be issued with an Owner's Policy issued in connection with an "energy project", including those designed to harvest wind and solar energy. The endorsement, subject to its terms and conditions, changes certain definitions, terms and conditions of an Owner's Policy to reflect that the interest insured is a leasehold interest; adds some energy project-specific definitions; includes coverage for insured easement interests (as well as for insured leasehold estates) that are often utilized in lieu of or along with leases to create the rights in the land for some or all of the project improvements (as well as other more traditional easement purposes); expands the "Valuation of Title" section to make clear that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the "integrated project"; builds in coverage for "Severable Improvements" (as defined); changes the "Additional Items of Loss" section as appropriate to the energy project context; and adds a new exclusion addressing costs of remediation resulting from environmental damage or contamination.

The endorsement shall only be issued when the Amount of Insurance in Schedule A of the Policy includes the aggregate of the Full Value of the Land or Full Value of the Leasehold Estate and Full Value of the Severable Improvements, Full Value of the Electricity Facility and the Full Value of the Easements.

The rate for this endorsement is \$500 and is in addition to the premium for the Policy.

**ER-36.1 OTIRB OH-36.1 ENERGY PROJECT – LEASEHOLD / EASEMENT – LOAN (ALTA FORM 36.1)**

This endorsement may only be issued with a Loan Policy issued in connection with an “energy project”, including those designed to harvest wind and solar energy. The endorsement, subject to its terms and conditions, changes certain definitions, terms and conditions of a Loan Policy to reflect that the interest insured is a leasehold interest; adds some energy project-specific definitions; includes coverage for insured easement interests (as well as for insured leasehold estates) that are often utilized in lieu of or along with leases to create the rights in the land for some or all of the project improvements (as well as other more traditional easement purposes); expands the “Valuation of Title” section to make clear that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the “integrated project”; builds in coverage for “Severable Improvements” (as defined); changes the “Additional Items of Loss” section as appropriate to the energy project context; and adds a new exclusion addressing costs of remediation resulting from environmental damage or contamination.

The endorsement shall only be issued when the Amount of Insurance in Schedule A of the Policy includes the aggregate of the Full Value of the Land or Full Value of the Leasehold Estate and Full Value of the Severable Improvements, Full Value of the Electricity Facility and the Full Value of the Easements.

The rate for this endorsement is \$500 and is in addition to the premium for the Policy.

**ER-36.2 OTIRB OH-36.2 ENERGY PROJECT – LEASEHOLD – OWNER’S (ALTA FORM 36.2)**

This endorsement may only be issued with an Owner’s Policy issued in connection with an “energy project”, including those designed to harvest wind and solar energy. The endorsement, subject to its terms and conditions, changes certain definitions, terms and conditions of an Owner’s Policy to reflect that the interest insured is a leasehold interest; adds some energy project-specific definitions; includes coverage for insured leasehold estates; expands the “Valuation of Title” section to make clear that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the “integrated project”; builds in coverage for “Severable Improvements” (as defined); changes the “Additional Items of Loss” section as appropriate to the energy project context; and adds a new exclusion addressing costs of remediation resulting from environmental damage or contamination.

The endorsement shall only be issued when the Amount of Insurance in Schedule A of the Policy includes the aggregate of the Full Value of the Land or the Full Value of the Leasehold Estate and the Full Value of the Severable Improvements, and the Full Value of the Electricity Facility.

The rate for this endorsement is \$500 and is in addition to the premium for the Policy.

**ER-36.3 OTIRB OH-36.3 ENERGY PROJECT – LEASEHOLD – LOAN (ALTA FORM 36.3)**

This endorsement may only be issued with a Loan Policy issued in connection with an “energy project”, including those designed to harvest wind and solar energy. The endorsement, subject to its terms and conditions, changes certain definitions, terms and conditions of a Loan Policy to reflect that the interest insured is a leasehold interest; adds some energy project-specific definitions; expands the “Valuation of Title” section to make clear that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the “integrated project”; builds in coverage for “Severable Improvements” (as defined); changes the “Additional Items of Loss” section as appropriate to the energy project context; and adds a new exclusion addressing costs of remediation resulting from environmental damage or contamination.

The endorsement shall only be issued when the Amount of Insurance in Schedule A of the Policy includes the aggregate of the Full Value of the Land or the Full Value of the Leasehold Estate and the Full Value of the Severable Improvements, and the Full Value of the Electricity Facility.

The rate for this endorsement is \$500 and is in addition to the premium for the Policy.

**ER-36.4 OTIRB OH-36.4 ENERGY PROJECT – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT – OWNER’S (ALTA FORM 36.4)**

This endorsement may only be issued with an Owner’s Policy issued in connection with an “energy project”, including those designed to harvest wind and solar energy. This endorsement, subject to its terms and conditions, patterned after the ALTA 9.8-06 but tailored appropriately to the energy project context, insures the insured against loss or damage by reason of a violation of an enforceable covenant due to an “Electricity Facility” or “Severable Improvement” or the enforced removal of any Electricity Facility” or “Severable Improvement” (the definitions of which terms include those existing at the Date of Policy and those affixed later in the locations identified on the set of defined Plans, as more particularly expressed in the endorsement) or a notice of a violation of an enforceable covenant relating to environmental protection describing any part of the Land.

This endorsement may only be issued when the Amount of Insurance in Schedule A of the Policy includes the aggregate of the Full Value of the Land and the Full Value of the Electricity Facility and the Full Value of Severable Improvements and the Full Value of any insured easements.

The rate for this endorsement is fifteen percent (15%) of the Original Rate for the Policy, and is in addition to the premium for the Policy. The minimum rate is \$500.

**ER-36.5 OTIRB OH-36.5 ENERGY PROJECT – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT – LOAN (ALTA FORM 36.5)**

This endorsement may only be issued with a Loan Policy issued in connection with an “energy project”, including those designed to harvest wind and solar energy. This endorsement, subject to its terms and conditions, is patterned after the ALTA 9.7-06 but tailored appropriately to the energy project context, insures the insured against loss or damage by reason of a violation of an enforceable covenant due to an “Electricity Facility” or “Severable Improvement” or the enforced removal of any Electricity Facility” or “Severable Improvement” (the definitions of which terms include those existing at the Date of Policy and those affixed later in the locations identified on the set of defined Plans, as more particularly expressed in the endorsement) or a notice of a violation of an enforceable covenant relating to environmental protection describing any part of the Land.

This endorsement may only be issued when the Amount of Insurance in Schedule A of the Policy includes the aggregate of the Full Value of the Land and the Full Value of the Electricity Facility and the Full Value of Severable Improvements and the Full Value of any insured easements.

The rate for this endorsement is ten percent (10%) of the Original Rate for the Policy, and is in addition to the premium for the Policy. The minimum rate is \$500.

**ER-36.6 OTIRB OH-36.6 ENERGY PROJECT – ENCROACHMENTS (ALTA FORM 36.6)**

This endorsement may only be issued with an Owner’s Policy or a Loan Policy issued in connection with an “energy project”, including those designed to harvest wind and solar energy. This endorsement, subject to its terms and conditions, insures the insured against loss or damage by reason of an encroachment of any “Electricity Facility” or “Severable Improvement” (the definitions of which terms include those existing at the Date of Policy and those affixed later in locations identified on an identified set of Plans) located on the Land onto adjoining land or onto that portion of the Land subject to an easement; an encroachment of an improvement located on adjoining land onto the Land; and enforced removal of any “Electricity Facility” or “Severable Improvement” as a result of an encroachment by the “Electricity Facility” or “Severable Improvement”.

This endorsement may only be issued when the Amount of Insurance in Schedule A of the Policy includes the aggregate of the Full Value of the Land and the Full Value of the Electricity Facility and the Full Value of Severable Improvements and the Full Value of any insured easements.

The rate for this endorsement when issued with a Loan policy is ten percent (10%) of the Original Rate for the Policy, and is in addition to the premium for the Policy. The minimum rate is \$500. The rate for this endorsement when issued with an Owner's policy is fifteen percent (15%) of the Original Rate for the Policy, and is in addition to the premium for the Policy. The minimum rate is \$500.

**ER-36.7 OTIRB OH-36.7 ENERGY PROJECT – FEE ESTATE – OWNER'S POLICY (ALTA FORM 36.7)**

This endorsement may only be issued with an Owner's Policy issued in connection with an "energy project", including those designed to harvest wind and solar energy. The endorsement, subject to its terms and conditions, adds some energy project-specific definitions; expands the "Valuation of Title" section to make clear that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the "integrated project"; builds in coverage for "Severable Improvements" (as defined); changes the "Additional Items of Loss" section as appropriate to the energy project context; and adds a new exclusion addressing costs of remediation resulting from environmental damage or contamination.

The endorsement shall only be issued when the Amount of Insurance in Schedule A of the Policy includes the aggregate of the Full Value of the Land or Full Value of the Fee Estate and Full Value of the Severable Improvements, and the Full Value of the Electricity Facility.

The rate for this endorsement is \$500 and is in addition to the premium for the Policy.

**ER-36.8 OTIRB OH-36.8 ENERGY PROJECT – FEE ESTATE – LOAN POLICY  
(ALTA FORM 36.8)**

This endorsement may only be issued with a Loan Policy issued in connection with an “energy project”, including those designed to harvest wind and solar energy. The endorsement, subject to its terms and conditions, adds some energy project-specific definitions; expands the “Valuation of Title” section to make clear that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the “integrated project”; builds in coverage for “Severable Improvements” (as defined); changes the “Additional Items of Loss” section as appropriate to the energy project context; and adds a new exclusion addressing costs of remediation resulting from environmental damage or contamination.

The endorsement shall only be issued when the Amount of Insurance in Schedule A of the Policy includes the aggregate of the Full Value of the Land or Full Value of the Fee Estate, and Full Value of the Severable Improvements, and the Full Value of the Electricity Facility.

The rate for this endorsement is \$500 and is in addition to the premium for the Policy.

**ER-37 OTIRB OH-37 ASSIGNMENT OF RENTS AND LEASES  
(ALTA FORM 37)**

This endorsement, subject to its terms and conditions, insures the Insured against loss or damage sustained by the Insured by reason of: 1) any defect in the execution of an assignment of rents or leases document identified in Schedule B; or 2) any assignment of a lessor's interest in any lease or leases or any assignment of rents affecting the Title and recorded in the Public Records at Date of Policy other than as set forth in any instrument disclosed in Schedule B.

The rate for this endorsement is \$250.

**ER-38 RESERVED FOR ALTA ENDORSEMENTS**

**ER-39 OTIRB OH-39 POLICY AUTHENTICATION (ALTA FORM 39)**

This endorsement, subject to its terms and conditions, insures the insured under a Loan Policy or Owner's Policy that the Insurer will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions. There shall be no premium rate for this endorsement.

**ER-40 Tax Credit – Owner's Policy (ALTA FORM 40)**

This endorsement to an Owner's Policy includes in the calculation of loss under the policy certain losses related to a "Tax Credit", as set forth and defined therein.

This endorsement shall only be issued when the Amount of Insurance in Schedule A of the Policy includes the aggregate of the Full Value of the Land or Full Value of Leasehold Estate as benefitted by the Tax Credit.

The rate for this endorsement is \$250.

**ER-40.1 Tax Credit – Defined Amount – Owner’s Policy (ALTA FORM 40.1)**

This endorsement to an Owner’s Policy includes in the calculation of loss under the policy certain losses related to a “Tax Credit”, and provides for an “Additional Amount of Insurance” payable to the “Tax Credit Investor” under the endorsement as set forth and defined therein.

The rate for this endorsement is \$250 plus the rate for the “Additional Amount of Insurance” which shall be the Rate under PR-1 beginning with the highest bracket where the original policy amount was calculated.

**ER-42 OTIRB OH-42 COMMERCIAL LENDER GROUP (ALTA FORM 42)**

This endorsement, subject to its terms and provisions, insures the Insured under a Loan Policy against loss or damage by reason of the invalidity or unenforceability, or loss of priority of the lien of the insured mortgage caused by transfers after the Date of Policy of portions of the Indebtedness by the Participants and provides that a Participant is an Insured.

The rate for this endorsement is \$500.

**ER-43 OTIRB OH-43 ANTI-TAINT (ALTA FORM 43)**

This endorsement, subject to its terms and provisions, insures the Insured under a Loan Policy against loss or damage by reason of the loss of priority of the lien of the Insured Mortgage, as security for the amount of the Indebtedness advanced as the Term Loan, resulting from reductions and subsequent increases of the outstanding principal amount of the Indebtedness payable as the Revolving Credit Loan.

The rate for this endorsement is \$500.

**ER-44 OTIRB OH-44 INSURED MORTGAGE RECORDING (ALTA FORM 44)**

The endorsement, subject to its terms and provisions, insures the Insured under a Loan Policy against loss or damage sustained by the Insured by reason of the failure of the Insured Mortgage to have been recorded in the Public Records as set out in the endorsement.

The rate for this endorsement is \$50.

**ER-45 OTIRB OH-45 PARI PASU MORTGAGE – LOAN POLICY (ALTA 45)**

This endorsement, subject to its terms, conditions and exclusions, insures against loss or damage sustained by the Insured by reason of the invalidity or unenforceability of the lien of the Insured Mortgage solely due to the provisions of a PariPasu Mortgage (as defined in the endorsement) or an Intercreditor Agreement (as defined in the endorsement) establishing lien priority or the lack of equal lien priority of the Insured Mortgage with the other PariPasu Mortgages.

The rate for this endorsement shall be ten percent (10%) of the Original Rate for the Loan Policy as set forth in PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement shall be \$250.

**ER-46 OTIRB OH-46 OPTION (ALTA FORM 46)**

This endorsement, subject to its terms, conditions and exclusions, insures against loss or damage sustained by the Insured by reason of A) any defect in the execution of the Option resulting from: i. forgery, incompetency, incapacity, or impersonation of the Optionor; ii. failure of the Option or to have authorized the Option; or iii. the Option not being properly signed, witnessed, sealed, acknowledged, notarized, or delivered by the Optionor; and B) any right to acquire an estate or interest in the Option Parcel granted to another person in a document recorded in the Public Records at Date of Policy.

The rate for this endorsement is \$500.

**ER-47 TO ER-99 RESERVED FOR ALTA ENDORSEMENTS**

**ER-100 OTIRB OH-100 DELETION OF CREDITORS' RIGHTS EXCLUSION (FOR USE WITH FORMER ALTA 1990 AND 1992 POLICY)**

**Withdrawn May 1, 2008**

(The Survey Endorsement Forms (OH-101 and OH-101.1) were withdrawn, the related Rate Rules (ER-101 and ER-101.1) remain in place because survey coverage will be provided other than by use of the withdrawn endorsement forms.)

### **ER-101 OTIRB OH-101 SURVEY COVERAGE, LOAN POLICY**

This coverage, whether provided within the express insuring provisions of the policy issued, by the absence or deletion of a survey exception within the policy, or by endorsement expressly providing such coverage, pursuant to “evidence of survey” in compliance with Ohio Department of Insurance Bulletin 95-4, has the effect of insuring without exception for matters discoverable by a boundary survey, except as might be specifically noted in Schedule B of the policy.

The rate for Loan Policy survey coverage is \$50. If the Loan Policy survey coverage under this Rule ER-101 is provided and an ALTA Form 9 (OTIRB OH-9) endorsement is issued under the same policy, then the rate for the Loan Policy survey coverage is \$25.

### **ER-101.1 OTIRB OH-101.1 SURVEY COVERAGE, OWNER’S POLICY**

This coverage, whether provided within the express insuring provisions of the policy issued, by the absence or deletion of a survey exception within the policy, or by endorsement expressly providing such coverage, pursuant to “evidence of survey” in compliance with Ohio Department of Insurance Bulletin 95-4, has the effect of insuring without exception for matters discoverable by a boundary survey, except as might be specifically noted in Schedule B of the policy.

The rate for Owner’s Policy survey coverage is \$100.

### **ER-101.2 SIMULTANEOUS ISSUE, OH-101 AND OH-101.1**

If survey coverage is provided simultaneously with Owner’s and Loan Policies covering the same land, the rate for the Owner’s coverage shall be \$100 and there shall be no additional charges for the loan coverage.

### **ER-102 OTIRB OH-102 CLTA FORM 100 AND OTHER SO-CALLED COMPREHENSIVE ENDORSEMENTS**

These endorsements, often referred to as so-called “comprehensive” endorsements, insure the insured under a Loan Policy against loss or damage arising out of a variety of matters set forth in the endorsements, including the existence of adverse covenants, conditions or restrictions, adverse easements or encroachments or outstanding mineral rights.

The rate for these endorsements is ten cents (\$0.10) per thousand or any fraction thereof, of the policy amount, with a minimum rate of \$150.

If this endorsement is issued in conjunction with a new policy which new policy qualifies for a policy reissue rate or refinance rate under Rate Rule PR-4, PR-9 or PR-10, and this endorsement was also issued in conjunction with the prior policy, then the rate for this endorsement will also be 70% of the Original Rate for this endorsement.

If this endorsement is issued with a Loan Policy that is issued simultaneously with an Owner's Policy to which is attached an endorsement under Rate Rule ER-9.1, ER-9.2, ER-9.4 or ER-9.5 covering the same land, the rate for the Loan Policy Endorsement shall be fifty (50%) percent of the Original Rate based on the amount of the Loan Policy issued and the rate for the respective Owner's Policy shall be the Original Rate based on the amount of the Owner's Policy issued.

**ER-103 OTIRB OH-103 DOING BUSINESS**

This endorsement may be issued in connection with a Loan Policy insuring a lender against loss or damage sustained by reason of the invalidity of the lien of the Insured Mortgage on the ground that making the loan secured by the Insured Mortgage constituted a violation of the "doing – business" laws of the State of Ohio because of the failure of the Insured to qualify to do business under those laws.

The rate for this endorsement is \$150.

**ER-104 OTIRB OH-104 PARTNERSHIP/LLC–PERMITTED TRANSFER  
FAIRWAY”**

This endorsement may be issued in connection with an Owner's Policy or Loan Policy insuring a general partnership, limited partnership or limited liability company, and provides, subject to conditions specified in the endorsement, that the insurer will not deny liability under the policy by virtue of the admission or withdrawal of a partner/member in the insured partnership/limited liability company, respectively.

The rate for this endorsement is ten percent (10%) of the original rate, subject to a minimum of \$250 and is in addition to the policy premiums. If more than one policy is issued in connection with a single transaction, the rate for this endorsement shall be charged for each policy issued and simultaneous issue rules PR-2, PR-3 and PR-6 shall not be applicable.

**ER-105 OTIRB OH-105 LAST DOLLAR**

This endorsement may be issued in connection with a Loan Policy issued in an amount which is less than the face amount of the mortgage insured, and provides that payments made to reduce the total loan indebtedness secured by the insured mortgage will not cause a proportionate reduction in the amount of insurance until such time as the aggregate principal indebtedness is reduced to the amount of the policy.

The rate for this endorsement is ten percent (10%) of the original rate, subject to a minimum of \$250.

**ER-106 OTIRB OH-106 USURY**

**Withdrawn July 15, 2009**

**ER-107 OTIRB OH-107 SAME AS SURVEY ENDORSEMENT  
(CLTA FORM 116.1)**

**Withdrawn July 15, 2009**

**ER-107.1 OTIRB OH-107.1 SAME AS SURVEY ENDORSEMENT  
(Modified CLTA FORM 116.1)**

**Withdrawn July 15, 2009**

**ER-108 OTIRB OH-108 SUBDIVISION**

This endorsement may be used in connection with an Owner's or Loan Policy and insures the insured that the land described in the Policy constitutes a lawfully created parcel pursuant to Ohio revised Code; Chapter 711 entitled "Plats."

The rate for this endorsement is \$75.

**ER-109 OTIRB OH-109 BALLOON ENDORSEMENT**

This endorsement may be issued in connection with a Loan Policy and insures against loss or damage resulting from the invalidity, unenforceability or loss of priority of a balloon mortgage, in accordance with the provisions of this endorsement.

The rate for this endorsement is \$75.

**ER-110 OTIRB OH-110 OWNER'S POLICY DATEDOWN**

This endorsement extends the effective date of an Owner's Policy and insures the Insured as defined in the policy being endorsed, against matters arising between the date of policy and the date of endorsement, unless otherwise excepted from in the endorsement.

The rate for this endorsement shall be twenty-five percent (25%) of the current applicable rate based on the existing policy amount.

If the policy amount is increased, the additional amount shall be the Original Rate under the applicable brackets for such additional amount. The minimum rate for this endorsement is \$150.

**ER-110.1 LOAN POLICY DATE DOWN (OH 110.1)**

This endorsement extends the effective date of a Loan Policy and insures the Insured as defined in the policy being endorsed against matters arising between the Date of Policy and the date of endorsement, unless otherwise excepted from the endorsement.

The rate for this endorsement is as follows:

If issued within 2 years of the date of the Original Loan Policy, \$100. If issued more than 2 years after the date of the original Loan Policy, fifty cents (\$.50) per thousand or any fraction thereof of the Amount of Insurance. Minimum rate is \$125.

If issued more than 2 years after the date of the Original Loan Policy and simultaneously with a new Owner's Policy covering identical land, the rate shall be \$100 pursuant to PR-6, and the minimum rate for this endorsement shall not apply. If the Amount of Insurance under the Loan Policy is more than the Amount of Insurance under the new Owner's Policy, the rate for the endorsement shall be \$100 up to the Owner's Policy Amount, and fifty cents (\$.50) per thousand for the amount by which the Loan Policy Amount exceeds the Owner's Policy Amount.

**ER-111 OTIRB OH-111 JUDICIAL COMMITMENT**

This endorsement modifies a standard commitment issued pursuant to Rule PR-11 in order to allow the commitment to be used exclusively in judicial proceedings demanding the sale of residential real estate consisting of more than four single-family units or of commercial real estate. It extends the liability and obligations under the commitment to a date thirty (30) days after the recordation of the deed by the officer who makes the sale to the successful bidder at judicial sale; establishes the amount of the policy to be issued as referenced in Schedule A of the commitment as the greater of the principal balance of the lien being foreclosed upon or the amount

of the successful bid at judicial sale; and includes additional items of information, all as required by Ohio Revised Code Section 2329.191.

The rate for this endorsement is fifty cents (\$0.50) per thousand dollars of no less than the unpaid principal balance due on the lien foreclosed which rate is in lieu of, and not in addition to, the rate for a standard commitment under Rule PR-11. The minimum rate for this endorsement is \$100

If the purchaser at judicial sale obtains a title insurance policy issued in accordance with the judicial commitment, the premium paid for the commitment in excess of \$100 shall be credited in full toward the Applicable Rate of the title insurance policy issued.

**ER-112, DELETION OF GENERAL EXCEPTION FOR MECHANICS' LIEN LOAN POLICY**

When mechanics' lien coverage is provided in a Loan Policy, whether within the express insuring provisions of the Policy issued or by the absence or deletion of the general exception for mechanics' liens:

- a. Where there is a risk of loss due to mechanics' lien claims, as determined by the underwriter, the premium shall be forty percent (40%) of the Original Rate for each policy as set forth in PR-8 hereof, and is in addition to the Policy premium. The minimum premium shall be \$500.
- b. All other deletions of the general exception or affirmative coverage shall be ten percent (10%) of the Original Rate for such policy as set forth in PR-8 hereof, and is in addition to the policy premium. The minimum premium shall be \$150.

**ER-112.1 DELETION OF GENERAL EXCEPTION FOR MECHANICS' LIENS - OWNER'S POLICY OR HOMEOWNER'S POLICY**

When mechanics' lien coverage is provided in an Owner's Policy or a Homeowner's Policy, whether within the express insuring provisions of the Policy issued or by the absence or deletion of the general exception for mechanics' liens:

- a. When there is a risk of loss due to mechanics' lien claims, as determined by the underwriter, the premium shall be forty percent (40%) of the Original Rate for such policy as set forth in Rule PR-1 or Rule PR-1.1 hereof, and is in addition to the Policy premium. The minimum premium shall be \$500.
- b. All other deletions of the general exception or affirmative coverage shall be ten percent (10%) of the Original Rate for such policy as set forth in Rule PR-1 or Rule

PR-1.1 hereof, and is in addition to the Policy premium. The minimum premium shall be \$250

**ER-113 DELETION OF GENERAL EXCEPTION FOR MINERAL INTERESTS  
LOAN POLICY**

When the general exception for coal, oil, natural gas, and other mineral interests is to be deleted from a Loan Policy, the premium shall be thirty percent (30%) of the Original Rate for such policy as set forth in PR-8 hereof, and is in addition to the policy Premium. The minimum Premium shall be \$350; however, if the Land is improved with a 1-4 family residence in a previously platted subdivision, the minimum Premium is \$150. This Rate/Rule does not apply to and does not contemplate the deletion of any exception related to statutory priority of oil and gas leases, pipeline agreements or other instruments or agreements related to the production or sale of oil or natural gas under O.R.C. §1529.31(D)

**ER-113.1 DELETION OF GENERAL EXCEPTION FOR MINERAL INTERESTS –  
OWNER’S POLICY OR HOMEOWNER’S POLICY**

When the general exception for coal, oil, natural gas, and other mineral interests is to be deleted from a Owners or Homeowner’s Policy, the premium shall be forty (40%) of the Original Rate for such policy as set forth in PR-1.1 hereof, and is in addition to the policy Premium. The minimum Premium shall be \$500.

## **SECTION 6: CLOSING PROTECTION COVERAGE**

### **CP-1 CLOSING PROTECTION COVERAGE TRANSACTION SPECIFIC**

This coverage, which is limited to a specific transaction, provides the covered party with certain protection as set forth in Form CP-24 against fraud, misapplication of funds or failure to comply with written closing instructions by the Licensed Agent (an agent licensed and authorized to issue title insurance in the State of Ohio for the Company) subject to the provisions contained therein.

The Rate for the issuance of this coverage shall be forty dollars (\$40) for a lender, its successors and assigns, as their interest may appear, fifty-five dollars (\$55) for seller(s), twenty dollars (\$20) for buyer(s)/borrower(s) and twenty dollars (\$20) for each additional applicant for title insurance. Minimum Premium \$40 and this Rate is remitted in its entirety to the Insurer (which for purposes of this section does not include the Issuing or the Licensed Agent). The premium shall be earned when funds or documents are deposited with the Licensed Agent.

## **SECTION 7: SPECIMEN FORMS – 2006 POLICIES**

Loan Policy, ALTA LP (6/17/06) (10/01/10)

Owner's Policy Adopted 6-17-06 (12/01/2015)

ALTA U.S. Policy Form 9-28-91(Revised 12-03-12) (7/01/2013)

ALTA Short Form Residential Loan Policy – Modified OH Revised 12-03-12 (04/01/2017)

Commitment (1966) (1996) **(Decertified August 31, 2018)**

ALTA Commitment Form (06/17/06) **(Decertified August 31, 2018)**

ALTA Commitment for Title Insurance Adopted 8-01-2016 Technical Corrections 04-02-2018  
(12/01/2018)

ALTA Short Form Commitment for a Short Form Residential Loan Policy Adopted 12-01-2017  
Technical Corrections 04-02-2018 (12/01/2018)

ALTA Expanded Coverage Residential Loan Policy – Current Assessments – Modified OH  
Adopted 04-02-15 (05/01/2018)

ALTA Short Form Expanded Coverage Residential Loan Policy – Current Assessments - Modified  
OH Adopted 04-02-15 (05/01/2018)

ALTA Residential Limited Coverage Junior Loan Policy (Revised 08-01-12) (09/01/2014)

Endorsement JR 1 (Revised 08-01-12) (04/01/2023)

Endorsement JR 2 Future Advance (Revised 08-01-12) (04/01/2023)

ALTA Short Form Residential Limited Coverage Junior Loan Policy, (Revised 04-02-13)  
(9/1/2013)

Homeowner's Policy Adopted 10-17-98 Revised 10-22-03, 01-01-08,02-03-10, 12-02-10  
(09/01/2014)

Closing Protection Coverage – CP-24 (05/01/2008)

Notice of Availability and Offer of Closing Protection Coverage CP-24.1 (05/01/2013)

## **SECTION 8: SPECIMEN FORMS – 2021 POLICIES**

ALTA Loan Policy of Title Insurance [2021 v. 01.00 (07-01-2021)] 12/01/2022

ALTA Owner’s Policy of Title Insurance [2021 v. 01.00 (07-01-2021)] 12/01/2022

ALTA Homeowner’s Policy of Title Insurance [2021 v. 01.01 (07-01-2021 TC 09-21-2021)]  
12/01/2022

ALTA Commitment for Title Insurance [2021 v. 01.00 (07-01-2021)] 12/01/2022

ALTA Expanded Coverage Residential Loan Policy— Current Assessments - Modified OH [2021  
v. 01.00 (07-01-2021)] 12/01/2022

Short Form Commitment for Title Insurance for a Short Form Residential Loan Policy – Modified  
Ohio [2021 v. 01.00 (07-01-2021)] 12/01/2022

ALTA Short Form Expanded Coverage Residential Loan Policy— Current Assessments –  
Modified OH [2021 v.01.00 (07-01-2021)] 12/01/2022

ALTA Short Form Residential Loan Policy—Current Assessments [2021 01.00 (07-01-2021)]  
12/01/2022

ALTA Residential Limited Coverage Junior Loan Policy [2021v.01.00(04-02-22)] (04/01/2023)

ALTA Short Form Residential Limited Coverage Junior Loan Policy [2021 v. 01.00(04-02-2022)]  
(04/01/2023)

ALTA Residential Limited Coverage Mortgage Modification Policy [2021 v.01.00(04-02-2022)]  
(04/01/2023)

**SECTION 9: SPECIMEN FORMS –1996 ENDORSEMENTS**

ALTA Endorsement Form 1 - Street Assessments (Revised 06/1/87) (06/01/87) **Withdrawn 12/01/2022**

ALTA Endorsement Form 2 - Truth in Lending (Revised 06/1/87) (06/01/87) **Withdrawn 12/01/2022**

ALTA Endorsement Form 3 - Zoning (Revised 10/17/98) (10/17/98) **Withdrawn 12/01/2022**

ALTA Endorsement Form 3.1 - Zoning Completed Structure (Revised 10/17/98) (10/17/98) **Withdrawn 12/01/2022**

ALTA Endorsement Form 4 Condominium – Modified OH (Revised 2-3-10) (04/01/2017) **Withdrawn 12/01/2022**

ALTA Endorsement Form 4.1 - Condominium (Adopted 10/17/92) (10/17/92) **Withdrawn 12/01/2022**

ALTA Endorsement Form 5 - Planned Unit Development (Revised 3/27/92) (03/27/92) **Withdrawn 12/01/2022**

ALTA Endorsement Form 5.1 - Planned Unit Development (Adopted 10/17/92) (10/17/92) **Withdrawn 12/01/2022**

ALTA Endorsement Form 6 - Variable Rate Mortgage (Revised 6/1/87) (06/01/87) **Withdrawn 12/01/2022**

ALTA Endorsement Form 6.1 - Variable Rate Mortgage Regulations (Revised 6/1/87) (06/01/87) **Withdrawn 12/01/2022**

ALTA Endorsement Form 6.2 - Variable Rate Mortgage Negative Amortization (Revised 6/1/87) (06/01/87) **Withdrawn 12/01/2022**

ALTA Endorsement Form 7 - Manufactured Housing Unit (Revised 6/1/87) (06/01/87) **Withdrawn 12/01/2022**

ALTA Endorsement Form 7.1-92 Manufactured Housing - Conversion; Loan (Adopted 6/17/06) (05/01/07) **Withdrawn 12/01/2022**

ALTA Endorsement Form 7.2-92 - Manufactured Housing - Conversion: Owner's (Adopted 06/17/06) (05/01/07) **Withdrawn 12/01/2022**

- ALTA Endorsement Form 8.1 - Environmental Protection (Revised 3/12/88) (03/12/88)  
**Withdrawn 12/01/2022**
- ALTA Endorsement Form 9-92 Restrictions, Encroachments, Minerals (Revised 06/17/06)  
(05/01/07) **Withdrawn 12/01/2022**
- ALTA Endorsement Form 9.1-92 Restrictions, Encroachments, Minerals Owner's Policy:  
Unimproved Land (Revised 06/17/06) (05/01/07) **Withdrawn 12/01/2022**
- ALTA Endorsement Form 9.2-92 Restrictions, Encroachments, and Minerals Endorsement  
Owner's Policy: Improved Land (Revised 06/17/06) (05/01/07) **Withdrawn 12/01/2022**
- ALTA Endorsement Form 9.3-92 Restrictions, Encroachments, Minerals - Loan Policy (Adopted  
06/17/06) (05/01/07) **Withdrawn 12/01/2022**
- ALTA Endorsement Form 9.4-92 Restrictions, Encroachments, Minerals - Owner's Policy:  
Unimproved Land (Adopted 06/17/06) (05/01/07) **Withdrawn 12/01/2022**
- ALTA Endorsement Form 9.5-92 Restrictions, Encroachments, Minerals - Owner's Policy:  
Improved Land (Adopted 06/17/06) (05/01/07) **Withdrawn 12/01/2022**
- ALTA Endorsement Form 10 - Assignment (Adopted 10/21/96) (10-21-96) **Withdrawn  
12/01/2022**
- ALTA Endorsement Form 10.1 - Assignment and Date Down (Adopted 10/21/95) (10/21/95)  
**Withdrawn 12/01/2022**
- ALTA Endorsement Form 11 - Mortgage Modification (Adopted 10/19/96) (10/19/96)  
**Withdrawn 12/01/2022**
- ALTA Endorsement Form 12 - Aggregation (Adopted 10/19/96) (10/19/96) **Withdrawn  
12/01/2022**
- ALTA Endorsement Form 13 - Leasehold Owners (Adopted 10/13/01) (10/13/01) **Withdrawn  
12/01/2022**
- ALTA Endorsement Form 13.1 - Leasehold Loan (Adopted 10/13/01) (10/13/01) **Withdrawn  
12/01/2022**
- ALTA Endorsement Form 14 - Future Advance Priority (Adopted 10/03) (10/03) **Withdrawn  
12/01/2022**
- ALTA Endorsement Form 14.1 - Future Advance Knowledge (Adopted 10-22-03) (10/22/03)  
**Withdrawn 12/01/2022**

ALTA Endorsement Form 14.2 - Future Advance Letter of Credit (Adopted 10/22/03) (10/22/03)  
**Withdrawn 12/01/2022**

ALTA Endorsement Form 15 – Nonimputation – Full Equity Transfer (Adopted 10/22/03)  
(10/22/03) **Withdrawn 12/01/2022**

ALTA Endorsement Form 15.1 - Nonimputation - Additional Insured (Adopted 10-22-03)  
(10/22/03) **Withdrawn 12/01/2022**

ALTA Endorsement Form 15.2 - Nonimputation - Partial Equity Transfer (Adopted 10-22-03)  
(10/22/03) **Withdrawn 12/01/2022**

ALTA Endorsement Form 16 - Mezzanine Financing (Adopted 10-22-03) (10/22/03) **Withdrawn  
12/01/2022**

ALTA Endorsement Form 17 - Access and Entry (Adopted 10-22-03) (10/22/03) **Withdrawn  
12/01/2022**

ALTA Endorsement Form 17.1 – Indirect Access and Entry (Adopted 1-17-04) (1/17/04)  
**Withdrawn 12/01/2022**

ALTA Endorsement Form 18 - Single Tax Parcel (Adopted 10-22-03) (10/22/03) **Withdrawn  
12/01/2022**

ALTA Endorsement Form 18.1 – Multiple Tax Parcel (Adopted 10-22-03) (10/22/03)  
**Withdrawn 12/01/2022**

ALTA Endorsement Form 19 - Contiguity Multiple Parcels (Adopted 10-22-03) (10/22/03)  
**Withdrawn 12/01/2022**

ALTA Endorsement Form 19.1 - Contiguity-Single Parcel (Adopted 10-22-03) (10/22/03)  
**Withdrawn 12/01/2022**

ALTA Endorsement Form 20 - First Loss Multiple Parcel Transactions (Adopted 04-19-04)  
(4/19/04) **Withdrawn 12/01/2022**

ALTA Endorsement Form 21 - Creditors' Rights (Adopted 04-19-04) (4/19/04)  
**Withdrawn 4/15/2010**

ALTA Endorsement Form 22-92 Location (Adopted 6/17/06) (05/01/07) **Withdrawn 12/01/2022**

ALTA Endorsement Form 22.1-92 Location and Map (Adopted 6/17/06) (05/01/07) **Withdrawn  
12/01/2022**

## **SECTION 10: SPECIMEN FORMS – 2006 SERIES ENDORSEMENTS**

ALTA Endorsement 1-06 (Street Assessments) Adopted 6/17/06 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement Form 2-06 Truth in Lending (Adopted 6/17/06) (05/01/07) **Withdrawn 04/01/2017**

ALTA Endorsement 3-06 (Zoning) Adopted 06/17/06 [(For use with 2006 ALTA policy Forms) Revised 12/01/2022

ALTA Endorsement 3.1-06 (Zoning-Completed Structure) Revised 10-22-09 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 3.2-06 (Zoning – Land Under Development) Revised 04-02-12 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 3.3-06 Zoning—Completed Improvement—Non-Conforming Use Adopted 12-01-2018 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 3.4-06 Zoning—No Zoning Classification Adopted 12-01-2018 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 4-06 (Condominium—Assessments Priority) Adopted 06-17-2006, Revised 10-16-2008, 02-03-2010 Technical Correction 12-01-2016 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 4.1-06 (Condominium—Current Assessments) Adopted 06-17-2006, Revised 10-16-2008 Technical Correction 12-01-2016 [(For Use With ALTA 2006 Policy Forms)] Revised 12/01/2022

ALTA Endorsement 5-06 (Planned Unit Development—Assessments Priority) Adopted 06-17-2006 Revised 10-16-2008, 02-03-2010 Technical Correction 12-01-2016, 12-01-2017 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 5.1-06 (Planned Unit Development—Current Assessments) Adopted 06-17-2006 Revised 10-16-2008 Technical Correction 12-01-2016, 12-01-2017 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 6-06 (Variable Rate Mortgage) Revised 10/16/08 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 6.2-06 (Variable Rate Mortgage-Negative Amortization) Revised 10/16/08 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

- ALTA Endorsement 7-06 (Manufactured Housing Unit) Adopted 6/17/06 [(For Use With 2006 or 2021 ALTA policy forms)] Revised 12/01/2022
- ALTA Endorsement 7.1-06 (Manufactured Housing— Conversion; Loan) Adopted 06/17/06 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 7.2-06 (Manufactured Housing— Conversion; Owners) Adopted 06/17/06 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 8.1-06 (Environmental Protection Lien) Adopted 6/17/06 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 8.2-06 (Commercial Environmental Protection Lien) Adopted 10/16/08 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 9-06 (Restrictions, Encroachments, Minerals – Loan Policy) Revised 04-02-2012 Technical Correction 08-01-2016 12-01-2018 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 9.1-06 (Covenants, Conditions and Restrictions – Unimproved Land – Owner’s Policy) Revised 04-02-12 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 9.2-06 (Covenants, Conditions and Restrictions – Improved Land – Owner’s Policy) Revised 04-02-12 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 9.3-06 (Covenants, Conditions and Restrictions – Loan Policy) Revised 04-02-12 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement Form 9.4-06 Restrictions, Encroachments, Minerals - Owner's Policy: Unimproved Land (Adopted 06/17/06) (05/01/07) (12/01/11) **Withdrawn 12/01/2012**
- ALTA Endorsement Form 9.5-06 Restrictions, Encroachments, Minerals - Owner's Policy: Improved Land (Adopted 06/17/06) (05/01/07) (12/01/11) **Withdrawn 12/01/2012**
- ALTA Endorsement 9.6-06 (Private Rights –Current Assessments- Loan Policy) Revised 04-02-13 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 9.6.1-06 (Private Rights—Current Assessments—Loan Policy) Adopted 04-02-15 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 9.7-06 (Restrictions, Encroachments, Minerals – Land Under Development – Loan Policy) Adopted 04-02-12 Technical Correction 08-01-16 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 9.8-06 (Covenants Conditions and Restrictions – Land Under Development – Owner’s Policy) Adopted 04-02-12 [(For Use With the 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 9.9-06 (Private Rights – Owner’s Policy) Adopted 04-02-13 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 9.10-06 (Restrictions, Encroachments, Minerals – Current Violations – Loan Policy) Adopted 04-02-13 Technical Correction 08-01-16 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 10-06 (Assignment) Revised 02-03-10 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 10.1-06 (Assignment and Date Down) Revised 02-03-10 Technical Correction 08-01-16 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 11-06 (Mortgage Modification) Adopted 6/17/06 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 11.1-06 (Mortgage Modification with Subordination) Adopted 10-22-09 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 11.2-06 (Mortgage Modification with Additional Amount of Insurance) Adopted 12-02-13 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 12-06 (Aggregation – Loan) Revised 04-02-13 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 12.1-06 (Aggregation – State Limits - Loan) Adopted 04-02-13 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 13-06 (Leasehold – Owner's) Revised 04-02-12 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 13.1-06 (Leasehold – Loan) Revised 04-02-12 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 14-06 (Future Advance – Priority) Revised 2-3-11 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 14.1-06 (Future Advance – Knowledge) Revised 2-3-11 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

- ALTA Endorsement 14.2-06 (Future Advance — Letter of Credit) Revised 2-3-11 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 14.3-06 (Future Advance – Reverse Mortgage) Revised 2-3-11 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 15-06 (Nonimputation — Full Equity Transfer) Adopted 6-17-06 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 15.1-06 (Nonimputation-Additional Insured) Adopted 6-17-06 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 15.2-06 (Nonimputation-Partial Equity Transfer) Adopted 6-17-06  
Technical Correction 08-01-15 [(For Use With 2006 or 2021 ALTA Policy Forms)]  
Revised 12/01/2022
- ALTA Endorsement 16-06 (Mezzanine Financing) Adopted 6/17/06 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 17-06 (Access and Entry) Adopted 6/17/06 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- Endorsement 17.1-06 (Indirect Access and Entry) Adopted 6/17/06 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 17.2-06 (Utility Access) Adopted 10/16/08 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 18-06 (Single Tax Parcel) Adopted 6/17/06 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 18.1-06 (Multiple Tax Parcel – Easements) Adopted 06-17-2006 Technical Correction 12-01-2016 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 18.2-06 (Multiple Tax Parcel) Adopted 08-01-2016 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 18.3-06 Single Tax Parcel and ID Adopted 12-01-2018 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 19-06 (Contiguity – Multiple Parcels) Adopted 6/17/06 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

- ALTA Endorsement Form 19.1-06 (Contiguity-Single Parcel) Adopted 6/17/06 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 19.2-06 (Contiguity—Specified Parcels) Adopted 04-02-15 [(For Use With 2006 or 2021 ALTA Policy Forms)] ALTA Endorsement Form 20-06 First Loss-Multiple Parcel Transactions (Adopted 6/17/06) (09/01/12) Revised 12/01/2022
- ALTA Endorsement 20-06 (First Loss-Multiple Parcel Transactions) Adopted 6-17-06 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement Form 21-06 Creditors' Rights (Adopted 6/17/06) (05/01/08)  
**Withdrawn 4/15/2010**
- ALTA Endorsement 22-06 (Location) Adopted 6/17/06 [(For Use With 2006 or 2021ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 22.1-06 (Location and Map) Adopted 6/17/06 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 23-06 (Co-Insurance – Single Policy) Revised 10/16//08 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 23.1-06 (Co-Insurance-Multiple Policies) Adopted 8-1-2016, Revised 8-1-2017 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 24-06 (Doing Business) Adopted 10/16/08 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 25-06 (Same as Survey) Adopted 10/16/08 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 25.1-06 (Same as Portion of Survey) Adopted 10/16/08 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 26-06 (Subdivision) Adopted 10/16/08 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 27-06 (Usury) Adopted 10/16/08 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 28-06 (Easement – Damage or Enforced Removal) Revised 02-03-10 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 28.1-06 (Encroachments – Boundaries and Easements) Adopted 04-02-12 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

- ALTA Endorsement 28.2-06 (Encroachments – Boundaries and Easements – Described Improvements) Adopted 04-02-13 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 28.3-06 (Encroachments—Boundaries and Easements— Land Under Development) Adopted 04-02-2015 Technical Correction 12-01-2016 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 29-06 (Interest Rate Swap Endorsement – Direct Obligation) Adopted 02-03-10 Technical Correction 04-02-14 08-01-2016 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 29.1-06 (Interest Rate Swap Endorsement – Additional Interest) Adopted 02-03-10 Technical Correction 04-02-14 08-01-2016 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 29.2-06 (Interest Rate Swap Endorsement – Direct Obligation - Defined Amount) Adopted 08-01-11 Technical Correction 04-02-14 08-01-2016 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 29.3-06 (Interest Rate Swap Endorsement – Additional Interest - Defined Amount) Adopted 08-01-11 Technical Correction 04-02-14 08-01-2016 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 30-06 (One to Four Family Shared Appreciation Mortgage) Adopted 07-26-10 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 30.1-06 (Commercial Participation Interest) Adopted 8-1-12 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 31-06 (Severable Improvements) Adopted 2-3-11 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022
- ALTA Endorsement 32-06 (Construction Loan) Adopted 02-03-2011 Technical Correction 12-01-2018 [(For Use With 2006 ALTA Policy Forms)] ALTA Endorsement Form 32.1-06 Construction Loan – Direct Payment (Revised 04-02-13) Technical Correction 12-01-2018 (09/1/2019) Revised 12/01/2022
- ALTA Endorsement 32.1-06 (Construction Loan – Direct Payment) Revised 04-02-2013 Technical Correction 12-01-2018 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 32.2-06 (Construction Loan – Insured’s Direct Payment) Adopted 08-01-2012 Revised 04-02-2013 Technical Correction 12-01-2018 [(For Use With 2006 ALTA Policy Forms)] Revised 12/01/2022

.ALTA Endorsement 33-06 (Disbursement) Adopted 2-3-11 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement Form 34-06 **(NOT CURRENTLY FILED IN OHIO)**

ALTA Endorsement 35-06 (Minerals and Other Subsurface Substances – Buildings) Adopted 04-02-12 Technical Correction 08-01-16 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 35.1-06 (Minerals and Other Subsurface Substances – Improvements) Adopted 04-02-12 Technical Correction 08-01-16 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 35.2-06 (Minerals and Other Subsurface Substances – Described Improvements) Adopted 04-02-12 Technical Correction 08-01-16 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 35.3-06 (Minerals and Other Subsurface Substances – Land Under Development) Adopted 04-02-12 Technical Correction 08-01-16 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 36-06 (Energy Project – Leasehold/Easement – Owner’s) Adopted 04-02-12 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 36.1-06 (Energy Project – Leasehold/Easement – Loan) Adopted 04-02-12 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 36.2-06 (Energy Project – Leasehold – Owner’s) Adopted 04-02-12 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 36.3-06 (Energy Project – Leasehold – Loan) Adopted 04-02-12 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 36.4-06 (Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Owner’s) Adopted 04-02-12 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 36.5-06 (Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Loan) Adopted 04-02-12 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 36.6-06 (Energy Project – Encroachments) Adopted 04-02-12 Technical Correction 08-01-16 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 36.7-06 (Energy Project – Fee Estate – Owner’s Policy) Adopted 12-01-14 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 36.8-06 (Energy Project – Fee Estate – Loan Policy) Adopted 12-01-14 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 37-06 (Assignment of Rents or Leases) Adopted 12-03-12 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement Form 38-06 **(NOT CURRENTLY FILED IN OHIO)**

ALTA Endorsement 39-06 (Policy Authentication) Adopted 04-02-13 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 40-06 (Tax Credit – Owner’s Policy) Adopted 04-02-14 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 40.1-06 (Tax Credit –Defined Amount – Owner’s Policy) Adopted 04-02-14 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsements Form 41-06 Series **(NOT CURRENTLY FILED IN OHIO)**

ALTA Endorsement 42-06 (Commercial Lender Group Endorsement) Adopted 12-02-13 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 43-06 (Anti-Taint) Adopted 12-02-13 [(For Use With 2006 or 2021 ALTA Policy Forms)] ALTA Endorsement Form 44-06 Insured Mortgage Recording – Loan Adopted 12-02-13 (09/01/2014) Revised 12/01/2022

ALTA Endorsement 44-06 (Insured Mortgage Recording - Loan) Adopted 12-02-13 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 45-06 (Pari Passu Mortgage – Loan Policy) Adopted 12-01-14 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

ALTA Endorsement 46-06 (Option) Adopted 08-01-15 [(For Use With 2006 or 2021 ALTA Policy Forms)] Revised 12/01/2022

## **SECTION 11: SPECIMEN FORMS – 2021 SERIES ENDORSEMENTS**

ALTA Endorsement 3 Zoning [(2021 v. 01.00 (07-01-2021))] [(For Use With 2021 Policies)]  
**12/01/2022**

ALTA Endorsement 3.1 Zoning—Completed Structure [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 3.2 Zoning—Land Under Development [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 3.3 Zoning—Completed Improvement—Non-Conforming Use [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 3.4 Zoning—No Zoning Classification [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 4 Condominium—Assessments Priority [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 4.1 Condominium—Current Assessments [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 6 Variable Rate Mortgage [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 6.2 Variable Rate Mortgage—Negative Amortization [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 7.1 Manufactured Housing—Conversion—Loan Policy [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 7.2 Manufactured Housing—Conversion—Owner’s Policy [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 8.1 Environmental Protection Lien [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 10 Assignment [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)]  
**12/01/2022**

ALTA Endorsement 10.1 Assignment and Date Down [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 11 Mortgage Modification [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 11.1 Mortgage Modification with Subordination [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 11.2 Mortgage Modification with Additional Amount of Insurance [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 12 Aggregation—Loan Policy [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 12.1 Aggregation—State Limits—Loan Policy [2021 v. 01.01 (07-01-2021 TC 08-30-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 14 Future Advance—Priority [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 14.1 Future Advance—Knowledge [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 14.2 Future Advance—Letter of Credit [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 14.3 Future Advance—Reverse Mortgage [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 26 Subdivision [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 27 Usury [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 28.1 Encroachments—Boundaries and Easements [2021 v. 01.00 (07-01-2021)] [(For Use With 2021 Policies)] **12/01/2022**

ALTA Endorsement 30 One-to-Four Family Shared Appreciation Mortgage [2021 v. 01.00 (07-01-2021)] [(For Use With the 2021 Policies)] **12/01/2022**

ALTA Endorsement 30.1 Commercial Participation Interest [2021 v. 01.00 (07-01-2021)] [(For Use With the 2021 Policies)] **12/01/2022**

ALTA Endorsement 32 Construction Loan [2021 v. 01.00 (07-01-2021)] [(For Use With the 2021 Policies)] **12/01/2022**

ALTA Endorsement 32.1 Construction Loan—Direct Payment [2021 v. 01.01 (07-01-2021 TC 09-27-2021)] [(For Use With the 2021 Policies)] **12/01/2022**

ALTA Endorsement 32.2 Construction Loan—Insured’s Direct Payment [2021 v. 01.00 (07-01-2021)] [(For Use With the 2021 Policies)] **12/01/2022**

ALTA Endorsement 34.1 Identified Exception & Identified Risk Coverage [2021 01.00 (07-01-2021)] [(For Use With the 2006 or 2021 Policies)] **12/01/2022**

## SECTION 12: SPECIMEN FORMS – OTIRB ENDORSEMENTS

OH-100 **Withdrawn May 1, 2008**

(The Survey Endorsement Forms (OH-101 and OH-101.1) were withdrawn, the related Rate Rules (ER-101 and ER-101.1) remain in place because survey coverage will be provided other than by use of the withdrawn endorsement forms.)

OH-101 **Withdrawn May 1, 2008**

OH-101.1 **Withdrawn May 1, 2008**

OH-102 (CLTA 100 and Other So-Called Comprehensive Endorsements) Rev. 01/01/05 (05/01/2007)

OH-103 (Doing Business) (Revised – October 2004) (07/15/09)

OH-104 (Partnership/LLC-Permitted Transfer “Fairway”) Revised – October 2004, January 2006, June 2018 (12/01/2018)

OH-105 (Last Dollar) (Revised – October 2004, June 2018 (12/01/2018)

OH-106 **Withdrawn July 15, 2009**

OH-107 **Withdrawn July 15, 2009**

OH-107.1 **Withdrawn July 15, 2009**

OH-108 (Subdivision) (05/01/2007)

OH-109 (Balloon Endorsement) (05/01/2007)

OH-110 Owners Policy Date Down (12/01/11)

OH-110.1 Loan Policy Date Down (12/01/11)

OH-111 (Judicial Commitment Endorsement) (12/1/08)

OH-112 Deletion of General Exception For Mechanics’ Liens – Loan Policy (12/01/2012)  
**(NO FORM ASSOCIATED WITH THIS RATING RULE)**

OH-112.1 Deletion of General Exception For Mechanics’ Liens - Loss of Priority – Owner’s Policy or Homeowner’s Policy (05/16/13) **(NO FORM ASSOCIATED WITH THIS RATING RULE)**

OH-113 **(NO FORM ASSOCIATED WITH THIS RATING RULE)**

OH-113.1 **(NO FORM ASSOCIATED WITH THIS RATING RULE)**

**SECTION 13: RECORD PRODUCTS**

Title Guaranty (TG-10/15/2004 Revision 1) (06/24/2004)

Title Guaranty Commitment (TGC-10/15/2004) (06/24/2004)

Preliminary Judicial Report (04/15/2010) (04/15/2010)

PJR Extended Coverage Endorsement (04/15/2010) (04/15/2010)

Supplemental Preliminary Judicial Report (10/2004) (10/1/2004)

Supplemental Final Judicial Report (10/2004) (10/1/2004)

Final Judicial Report (10//2004) (October 2004)

## **SECTION 14: SUPPLEMENTAL CHARGES AND FORMS**

### **SC-1 MINIMUM CHARGES**

The charges set forth herein are minimum charges. Additional charges will be made when unusual conditions of title are encountered, or when special circumstances are involved. In the event such charges are made, agreement thereto will be obtained from each person or entity obligated to pay all or any part of such charges in writing in advance.

### **SC-2 UNIQUE TITLE REQUIREMENTS**

Title insurance coverage may be required in some cases and under conditions for which no rating structure has been specially provided in this Schedule. In any such event, a charge shall be made which, in the opinion of the insurer, appears to be consistent with its general pricing procedures, as set forth herein.