



Master Policy Endorsement South Dakota – Arbitration and Limitation of Action

Radian Guaranty Inc. · 1601 Market Street · Philadelphia, Pennsylvania · 19103-2337

800.523.1988 · 215.231.1000

Participant Policy issued to:

Name

Attached to and forming part of:

Master Policy number

Effective date of Endorsement:

The following shall apply if the principal place of business of the Initial Insured, as designated on the Cover Page of the above-captioned Master Policy, is located in South Dakota. Capitalized terms not otherwise defined herein shall have the meaning set forth in such Master Policy.

Section 15

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

15.1 Arbitration

The Company and the Initial Insured or Servicer, as the case may be, mutually agree that they will use their best efforts to resolve any disagreements arising under this Policy between themselves, including escalation procedures necessary to ensuring good faith communications between the parties. Should such efforts fail, any controversy or dispute, including any Claim made hereunder, may be settled by submitting to arbitration in accordance with the rules of the American Arbitration Association in effect as of the date the agreement to arbitrate is made. The arbitration shall be held at a time and place mutually agreed upon by the parties or, in the absence of such agreement and at the option of the Insured, in the capital of the state in which the Initial Insured’s principal place of business is located, or in the city nearest to the Initial Insured’s principal place of business in which the American Arbitration Association maintains an office. The arbitrator(s) shall be neutral person(s) selected from the American Arbitration Association’s National Panel of Arbitrators. If possible, the arbitrator(s) shall be familiar with the mortgage lending or mortgage insurance business. Any proposed Arbitrator may be disqualified during the selection process, at the option of any party to the arbitration, if they are, or during the previous two years have been, an employee, officer, director or consultant of any mortgage insurer, or any entity engaged in the Origination, purchase, sale or servicing of mortgage loans or mortgage-backed securities, or of any Person that is an affiliate of such an insurer or entity. The decision of the arbitrators shall be made in accordance with the terms and conditions of this Policy but shall be non-binding on all the parties.

Section 15.3(a) of the Policy is hereby amended by deleting such section in its entirety and replacing it with the following:

15.3 Limitation of Actions

- a. **Generally.** No arbitration, or other proceeding arising from any right of the Insured, Servicer and Beneficiary under the Policy, will be entitled to be commenced unless commenced within two (2) years after such right shall first arise. In the case of a rescission, cancellation of coverage, denial of a Claim, or a reduction in the Calculated Loss or the Insurance Benefit, the 2-year period will begin on the date on which we first give notice of such action for the particular Certificate(s) covered by such notice. With respect to a Claim, no arbitration, suit or other proceeding may be brought against us until 60 days after acquisition of Borrower’s Title or consummation of an Approved Sale.

Section 15.3(b) (State Specific Limitations) of the Policy is hereby amended by the addition of the following provision: South Dakota: The 2-year period described in paragraph (a) of this *Section 15.3 (Limitation of Actions)* shall be extended to six (6) years.

Corporate Seal

In witness whereof, the Company has caused its Corporate Seal to be hereto affixed and these presents to be signed by its duly authorized officers in facsimile to become effective as its original seal and signatures and binding on the Company.



Radian Guaranty Inc.

John Byr Bazemou

President

M Witz

Secretary

To be countersigned by the Company's duly authorized agent to the extent required by applicable state law or regulation.

Authorized Company representative