

## MGIC Master Policy Endorsement Calculated Loss and Governing Law – New York



Mortgage Guaranty Insurance Corporation  
270 E. Kilbourn Avenue, Milwaukee, Wisconsin 53202  
P.O. Box 488, Milwaukee, Wisconsin 53201

The Master Policy is hereby amended as described below. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Policy.

**Section 9** For each Loan and Certificate governed by New York law, Section 9.3 (*Calculated Loss*) of the Policy is hereby amended by deleting subsection (a) (*Principal*) in its entirety and replacing it with the following:

- (a) **Principal.** The unpaid principal balance due under the Loan as of the date of Default, including any capitalized interest resulting from a Workout that we approved. For purposes of determining the unpaid principal balance of the Loan:
- (i) if the Loan has been divided into secured and unsecured portions pursuant to proceedings under the federal bankruptcy laws, the unpaid principal balance will include both the unpaid secured and unsecured portions of the Loan, even if the Borrower has been released from the unsecured portion of such debt, so long as the Premium required to be paid for coverage on the Certificate was calculated and paid based on both the secured and unsecured portions of the Loan balance; and
  - (ii) if a portion of the unpaid principal balance of the Loan has been forgiven as part of a Workout we approved, the amount calculated pursuant to this paragraph (a) will be the unpaid principal balance prior to such forgiveness; provided however, that the Insurance Benefit will be reduced by the incremental amount of additional Premium that would have been payable for the Certificate had the unpaid principal balance not been so reduced.

**Section 18** If the principal place of business of the Initial Insured, as designated on the Declaration Page to the Policy, is located in New York, Section 18 (*Governing Law; Conformity to Statute*) of the Policy is hereby amended by addition of the following:

Notwithstanding the foregoing provisions, the rights and obligations of the Insured with respect to the liabilities to be incurred by the Insured as a result of activity then carried on by the Insured in New York shall be governed by the laws of New York.