**INSTRUCTIONS FOR ALTA ENDORSEMENT FORM 30.1**

**COMMERCIAL PARTICIPATION INTEREST**

**PURPOSE OF ENDORSEMENT**

The ALTA 30.1 Commercial Participation Interest Endorsement provides coverage for commercial loan transactions which include a participation interest based on either the borrower's equity, or an increase in value of the title, or cash flow. This Endorsement insures against loss due to the invalidity or unenforceability of the Insured Mortgage resulting from mortgage or loan provisions providing for a participation interest, and also insures against loss resulting from the lack of priority of the Insured Mortgage caused by provisions in the loan documents for payment or allocation of any participation interest.

**UNDERWRITING REQUIREMENTS**

Prior to issuing this endorsement, you must review the mortgage to be insured and any loan documents referred to in the mortgage to verify the inclusion of participation interest language.

This Endorsement must be approved by a member of CATIC's underwriting staff prior to issuance.

***Please contact a member of CATIC's underwriting staff if there are questions about the issuance of this endorsement.***

ALTA 30.1 COMMERCIAL PARTICIPATION INTEREST ENDORSEMENT

This endorsement is issued as part of Policy Number

issued by CATIC

1. This endorsement is subject to the exclusions in Section 4 of this endorsement, the Exclusions from Coverage in the policy, the Exceptions from Coverage contained in Schedule B, and the Conditions.
2. As used in this endorsement:
3. “Loan Documents”: Those documents, as they exist at the Date of Policy, creating the Indebtedness.
4. “Participation Interest”: Those elements of interest, established and calculated pursuant to the formula provided in the Loan Documents, that are payable or allocated to the Insured based upon:

i. the borrower’s equity in the Title;

ii. the increase in value of the Title; or

iii. cash flow.

1. The policy insures as of the Date of Policy 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 in the Loan Documents which provide for Participation Interest.

b. Lack of priority of the lien of the Insured Mortgage at the Date of Policy as security for (i) the unpaid principal balance of the loan and (ii) 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.

1. The policy does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses that arise by reason of:

a. usury law, unconscionability, or any Consumer Protection Law;

b. disputes over the amount of Participation Interest;

c. failure to comply with applicable laws and regulations regarding Participation Interest;

d. the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Participation Interest because all applicable mortgage recording or similar intangible taxes were not paid; or

e. any statutory lien for services provided, labor performed, or materials or equipment furnished arising after the Date of Policy.

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

CATIC



JAMES M. CZAPIGA, PRESIDENT