For Public Comment | Not Final - Not Published
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ALTA 7 ENDORSEMENT — MANUFACTURED HOUSING UNIT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

For purposes of the policy, the definition of "Land" includes the manufactured housing unit located on the land described in Schedule A at 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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 7 ENDORSEMENT — MANUFACTURED HOUSING UNIT

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~The term~~For purposes of the policy, the definition of "Land" includes the manufactured housing unit located on the land described in Schedule A at 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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 8.2 ENDORSEMENT — COMMERCIAL ENVIRONMENTAL PROTECTION LIEN

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 8.2 ENDORSEMENT — COMMERCIAL ENVIRONMENTAL PROTECTION LIEN

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

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.

[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 9.1 ENDORSEMENT — COVENANTS, CONDITIONS, AND RESTRICTIONS — UNIMPROVED LAND — OWNER'S POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Covenant" means a covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:
a. a violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
b. a notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
a. any Covenant contained in an instrument creating a lease;
b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
c. except as provided in Section 3.b., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT

ALTA 9.1 ENDORSEMENT — COVENANTS, CONDITIONS, AND RESTRICTIONS — UNIMPROVED LAND — OWNER'S POLICY

This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Covenant" means a covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy.

1.2. 1.The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. Aa violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
   b. Aa notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   c. except as provided in Section 3.b., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

[Witness clause optionalClause]

BLANK TITLE INSURANCE COMPANY

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ALTA American Land Title Association

By: _____
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ALTA 9.2 ENDORSEMENT — COVENANTS, CONDITIONS, AND RESTRICTIONS — IMPROVED LAND — OWNER'S POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
   a. "Covenant": a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy; and
   b. "Improvement": a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. a violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
   b. enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
   c. a notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

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[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 9.2 ENDORSEMENT — COVENANTS, CONDITIONS, AND RESTRICTIONS — IMPROVED LAND — OWNER'S POLICY

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.~~

1. For ~~the~~ purposes of this endorsement only, the following terms mean:
   a. "Covenant" ~~means~~ : a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy~~.~~; and
   b. "Improvement" ~~means~~: a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

~~2.~~**3.** The Company insures against loss or damage sustained by the Insured by reason of:
   a. ~~A~~a violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
   b. ~~Enforced~~enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
   c. ~~A~~a notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

~~3.~~**4.** This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

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[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 9.3 ENDORSEMENT — COVENANTS, CONDITIONS, AND RESTRICTIONS — LOAN POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
   a. "Covenant": a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy; and
   b. "Improvement": an improvement, including any lawn, shrubbery, or trees, affixed to the Land at Date of Policy that by law constitutes real property.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. a violation of a Covenant that:
      i. divests, subordinates, or extinguishes the lien of the Insured Mortgage;
      ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage; or
      iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
   b. a violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
   c. enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
   d. a notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   c. except as provided in Section 3.d., any Covenant pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

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[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT

ALTA 9.3 ENDORSEMENT — COVENANTS, CONDITIONS, AND RESTRICTIONS — LOAN POLICY

This endorsement is issued as part of
Attached to Policy No. Number _____
Issued issued by
BLANK TITLE INSURANCE COMPANY

The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

1. For the purposes of this endorsement only, the following terms mean:
   a. "Covenant" means : a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.; and
   b. "Improvement" means: an improvement, including any lawn, shrubbery, or trees, affixed to the Land at Date of Policy that by law constitutes real property.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. 3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. Aa violation of a Covenant that:
      i. divests, subordinates, or extinguishes the lien of the Insured Mortgage.;
      ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage.; or
      iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
   b. Aa violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
   c. Enforcedenforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
   d. Aa notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   c. except as provided in Section 3.d., any Covenant pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 9.6 ENDORSEMENT — PRIVATE RIGHTS — LOAN POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
   a. "Covenant": a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy; and
   b. "Private Right":
      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.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured under this Loan Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy:
   a. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage; or
   b. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;**[**or**]**
   c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances**[**; or
   d. any Private Right in an instrument identified in Exception(s) _____ in Schedule B**]**.

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.

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[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 9.6 ENDORSEMENT — PRIVATE RIGHTS — LOAN POLICY

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.~~

1. ~~2.~~For purposes of this endorsement only, the following terms mean:

a. "Covenant" ~~means :~~ a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy~~.~~; and

b. "Private Right":

i. a private charge or assessment;

ii. an option to purchase;

iii. a right of first refusal; or

~~b~~iv. ~~"Private Right" means (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.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured under this Loan Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy ~~(a) results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or (b) causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness.~~:

a. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage; or

b. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. any Covenant contained in an instrument creating a lease;

b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;**[**or**]**

c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances**[**; or

d. any Private Right in an instrument identified in Exception(s) _____ in Schedule B**]**.

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[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 9.6.1 ENDORSEMENT — PRIVATE RIGHTS — CURRENT ASSESSMENTS — LOAN POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
- a. "Covenant" means a covenant, condition, limitation, or restriction in a document or instrument recorded in the Public Records at Date of Policy; and
- b. "Private Right" means:
  - 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.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured under the policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy:
- a. results in the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage; or
- b. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
- a. any Covenant contained in an instrument creating a lease;
- b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; **[**or**]**
- c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances**[**; or
- d. any Private Right in an instrument identified in Exception(s) _____ in Schedule B**]**.

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.

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[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By:_____
[Authorized Signatory]

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ALTA 9.6.1 ENDORSEMENT — PRIVATE RIGHTS — CURRENT ASSESSMENTS — LOAN POLICY

ENDORSEMENT
This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

21. For purposes of this endorsement only, the following terms mean:
   a. "Covenant" means a covenant, condition, limitation, or restriction in a document or instrument recorded in the Public Records at Date of Policy.; and
   b. "Private Right" means:
      i. (i) a private charge or assessment due and payable at Date of Policy;
      ii. (ii) an option to purchase;
      iii. (iii) a right of first refusal; or
      iv. (iv) a right of prior approval of a future purchaser or occupant.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured under the policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy:
   a. (a) Resultsresults in the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage; or
   b. (b) Causescauses a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. Anyany Covenant contained in an instrument creating a lease;
   b. Anyany Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; **[**or**]**
   c. Anyany Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances**[**; or
   d. Anyany Private Right in an instrument identified in Exception(s) _____ in Schedule B**]**.

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.

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[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By:_____
~~AUTHORIZED SIGNATORY~~[Authorized Signatory]

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ALTA 9.8 ENDORSEMENT — COVENANTS, CONDITIONS, AND RESTRICTIONS — LAND UNDER DEVELOPMENT — OWNER'S POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
- a. "Covenant": a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy;
- b. "Future Improvement": a building, structure, road, walkway, driveway, curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees;
- c. "Improvement": a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees; and
- d. "Plans": the survey, site and elevation plans or other depictions or drawings prepared by _____ ***[****Drafting Instruction: insert name of architect or engineer****]*** dated ____, last revised _____, designated as _____ ***[****Drafting Instruction: insert name of project or project number****]*** consisting of ___ sheets.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:
- a. a violation of an enforceable Covenant by an Improvement on the Land at Date of Policy or by a Future Improvement, unless an exception in Schedule B of the policy identifies the violation;
- b. enforced removal of an Improvement located on the Land or of a Future Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records at Date of Policy, unless an exception in Schedule B of the policy identifies the violation; or
- c. a notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
- a. any Covenant contained in an instrument creating a lease;
- b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
- c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 9.8 ENDORSEMENT — COVENANTS, CONDITIONS, AND RESTRICTIONS — LAND UNDER DEVELOPMENT — OWNER'S POLICY

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.~~

1. For purposes of this endorsement only, the following terms mean:
- a. "Covenant" ~~means~~ : a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy~~.~~:
- b. "Future Improvement" ~~means~~ : a building, structure, road, walkway, driveway, curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees~~.~~:
- c. "Improvement" ~~means~~ : a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees~~.~~; and
- d. "Plans" ~~means~~ : the survey, site and elevation plans or other depictions or drawings prepared by ~~(~~_____ *[Drafting Instruction: insert name of architect or engineer~~)~~]* dated ____, last revised _____, designated as ~~(~~_____ *[Drafting Instruction: insert name of project or project number~~)~~]* consisting of ___ sheets.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:
- a. ~~A~~a violation of an enforceable Covenant by an Improvement on the Land at Date of Policy or by a Future Improvement, unless an exception in Schedule B of the policy identifies the violation;
- b. ~~Enforced~~enforced removal of an Improvement located on the Land or of a Future Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records at Date of Policy, unless an exception in Schedule B of the policy identifies the violation; or
- c. ~~A~~a notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
- a. any Covenant contained in an instrument creating a lease;
- b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or

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c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 9.9 ENDORSEMENT — PRIVATE RIGHTS — OWNER'S POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
- a. "Covenant": a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy; and
- b. "Private Right":
  - i. an option to purchase;
  - ii. a right of first refusal; or
  - iii. a right of prior approval of a future purchaser or occupant.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured under this Owner's Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy causes a loss of the Insured's Title.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
- a. any Covenant contained in an instrument creating a lease;
- b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
- c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or
- d. any Private Right in an instrument identified in Exception(s) _____ in Schedule B.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 9.9 ENDORSEMENT — PRIVATE RIGHTS — OWNER'S POLICY

~~**ENDORSEMENT**~~

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.~~

1. For ~~the~~ purposes of this endorsement only, the following terms mean:
   a. "Covenant" ~~means~~ : a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy~~.~~; and
   b. "Private Right":
      i. an option to purchase;
      ii. a right of first refusal; or
      iii. ~~"Private Right" means (i) an option to purchase; (ii) a right of first refusal; or (iii)~~ a right of prior approval of a future purchaser or occupant.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured under this Owner's Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy causes a loss of the Insured's Title.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
   c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or
   d. any Private Right in an instrument identified in Exception(s) _____ in Schedule B.

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.

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[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 13 ENDORSEMENT — LEASEHOLD — OWNER'S POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Evicted" or "Eviction":

i. the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease; or

ii. the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease;

in either case as a result of a matter covered by this policy;

b. "Lease": the lease described in Schedule A;

c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term;

d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease;

e. "Personal Property": property, in which and to the extent the Insured has rights, located on or affixed to the Land on or after Date of Policy that by law does not constitute real property because

i. of its character and manner of attachment to the Land; and

ii. the property can be severed from the Land without causing material damage to the property or to the Land;

f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted; and

g. "Tenant Leasehold Improvements": those improvements, in which and to the extent the Insured has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Insured's expense or in which the Insured has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured:
If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction of the Insured, then, as to that portion of the Land from which the Insured is Evicted, that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:
If the Insured is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or Condition 8.a.ii.:

a. the reasonable cost of:

i. removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction;

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ii. transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation;
iii. repairing the Personal Property damaged by reason of the removal and relocation; and
iv. restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction;

b. rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease;

c. the amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted;

d. the fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements;

e. damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements;

f. the reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate;

g. if Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping.

4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees or expenses) resulting from environmental damage or contamination.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____

[Authorized Signatory]

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ENDORSEMENT

ALTA 13 ENDORSEMENT — LEASEHOLD — OWNER'S POLICY

This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

1. As used inFor purposes of this endorsement only, the following terms shall mean:

a. "Evicted" or "Eviction":
   i. a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease; or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case as a result of a matter covered by this policy.

   ii. the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease;

   in either case as a result of a matter covered by this policy;

b. "Lease": the lease described in Schedule A.;

c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.;

d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.;

e. "Personal Property": property, in which and to the extent the Insured has rights, located on or affixed to the Land on or after Date of Policy that by law does not constitute real property because (i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.

   i. of its character and manner of attachment to the Land; and
   ii. the property can be severed from the Land without causing material damage to the property or to the Land;

f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted.; and

g. "Tenant Leasehold Improvements": Thosethose improvements, in which and to the extent the Insured has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Insured's expense or in which the Insured has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured:

If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction of the Insured, then, as to that portion of the Land from which the Insured is

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Evicted, that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:

If the Insured is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or SectionCondition 8(.a)(.ii) of the Conditions.:

a. The reasonable cost of (i) removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv) restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction.

a. the reasonable cost of:
   i. removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction;
   ii. transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation;
   iii. repairing the Personal Property damaged by reason of the removal and relocation; and
   iv. restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction;

b. Rent rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.;

c. Thethe amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.;

d. Thethe fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.;

e. Damagesdamages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.;

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f. Thethe reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.;

g. Ifif Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping.

4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees or expenses) resulting from environmental damage or contamination.

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.

[Witness clause optionalClause**]**

BLANK TITLE INSURANCE COMPANY

By: _____

[Authorized Signatory]

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ALTA 13.1 ENDORSEMENT — LEASEHOLD — LOAN POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Evicted" or "Eviction":
   i. the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease; or
   ii. the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease;
   in either case as a result of a matter covered by this policy;

b. "Lease": the lease described in Schedule A;

c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term;

d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease;

e. "Personal Property": property, in which and to the extent the Insured has rights, located on or affixed to the Land on or after Date of Policy that by law does not constitute real property because
   i. of its character and manner of attachment to the Land; and
   ii. the property can be severed from the Land without causing material damage to the property or to the Land;

f. "Remaining Lease Term": the portion of the Lease Term remaining after the Tenant has been Evicted;

g. "Tenant": the tenant under the Lease and, after acquisition of all or any part of the Title in accordance with the provisions of Condition 2 of the policy, the Insured Claimant; and

h. "Tenant Leasehold Improvements": those improvements, in which and to the extent the Insured has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Tenant's expense or in which the Tenant has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured:
If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction of the Tenant, then, as to that portion of the Land from which the Tenant is Evicted, that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:
If the Insured acquires all or any part of the Title in accordance with the provisions of Condition 2 of this policy and thereafter is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title

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determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or Condition 8.a.iii:

a. the reasonable cost of
   i. removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction;
   ii. transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation;
   iii. repairing the Personal Property damaged by reason of the removal and relocation; and
   iv. restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction;

b. rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease;

c. the amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted;

d. the fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements;

e. damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements;

f. the reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate;

g. if Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping.

4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees or expenses) resulting from environmental damage or contamination.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____

[Authorized Signatory]

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ALTA 13.1 ENDORSEMENT — LEASEHOLD — LOAN POLICY

~~ENDORSEMENT~~

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

1. ~~As used in~~For purposes of this endorsement only, the following terms ~~shall~~ mean:

a. "Evicted" or "Eviction":
~~a~~i. ~~"Evicted" or "Eviction": (a)~~ the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease; or ~~(b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case as a result of a matter covered by this policy.~~

ii. the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease;
in either case as a result of a matter covered by this policy;

b. ~~—~~ "Lease": the lease described in Schedule A~~.~~;

c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term~~.~~;

d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease~~.~~;

e. "Personal Property": property, in which and to the extent the Insured has rights, located on or affixed to the Land on or after Date of Policy that by law does not constitute real property because ~~(i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.~~

i. of its character and manner of attachment to the Land; and
ii. the property can be severed from the Land without causing material damage to the property or to the Land;

f. "Remaining Lease Term": the portion of the Lease Term remaining after the Tenant has been Evicted~~.~~;

g. "Tenant": the tenant under the Lease and, after acquisition of all or any part of the Title in accordance with the provisions of ~~Section~~Condition 2 of the ~~Conditions of the~~ policy, the Insured Claimant~~.~~; and

h. "Tenant Leasehold Improvements": ~~Those~~those improvements, in which and to the extent the Insured has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Tenant's expense or in which the Tenant has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured:

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If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction of the Tenant, then, as to that portion of the Land from which the Tenant is Evicted, that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:

If the Insured acquires all or any part of the Title in accordance with the provisions of ~~Section~~Condition 2 of ~~the Conditions of~~ this policy and thereafter is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or ~~Section~~Condition 8~~(~~.a~~)(~~.iii~~) of the Conditions~~:

a. the reasonable cost of
   i. removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction;
   ii. transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation;
   iii. repairing the Personal Property damaged by reason of the removal and relocation; and
   a~~iv~~. ~~The reasonable cost of (i) removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv)~~ restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction~~.~~;

b. ~~Rent~~rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease~~.~~;

c. ~~The~~the amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted~~.~~;

d. ~~The~~the fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements~~.~~;

e. ~~Damages~~damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements~~.~~;

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f. ~~The~~the reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate~~.~~;

g. ~~I~~if Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping.

4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees or expenses) resulting from environmental damage or contamination.

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____

[Authorized Signatory]

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ALTA 15 ENDORSEMENT — NONIMPUTATION — FULL EQUITY TRANSFER

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
a. "Incoming Party":_____ ***[****Drafting Instruction: identify the "incoming" partner, member, or shareholder****]***; and
b. "Exiting Party": _____ ***[****Drafting Instruction: identify the "exiting" partner, member, or shareholder****]***.

2. The Company agrees that it will not assert the provisions of Exclusions from Coverage 3.a., b., or e. to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of Exiting Party whether or not imputed to the Insured by operation of law, provided Incoming Party acquired the Insured as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the 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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 15 ENDORSEMENT — NONIMPUTATION — FULL EQUITY TRANSFER

[Entity as the named Insured and vestee of the insured estate or interest identified in Schedule A]

ENDORSEMENT

This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

The Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of

[identify exiting or contributing partner(s) of the insured partnership entity, member(s) or manager(s) of the insured limited liability company entity, or officer(s) and/or director(s) of the insured corporate entity]

1. For purposes of this endorsement only, the following terms mean:
   a. "Incoming Party": _____ *[Drafting Instruction: identify the "incoming" partner, member, or shareholder]*; and
   b. "Exiting Party": _____ *[Drafting Instruction: identify the "exiting" partner, member, or shareholder]*.

whether or not imputed to the Insured by operation of law, provided

2. The Company agrees that it will not assert the provisions of Exclusions from Coverage 3.a., b., or e. to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of Exiting Party whether or not imputed to the Insured by operation of law, provided Incoming Party acquired the Insured as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the policy.

[identify the "incoming" partners, members, or shareholders]

acquired the Insured as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the 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.

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[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 15.1 ENDORSEMENT — NONIMPUTATION — ADDITIONAL INSURED

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Additional Insured" means: _____
[*Drafting Instruction: identify the "incoming" partner, member, or shareholder****]***.

2. The Additional Insured is added as an Insured under the policy.

3. The Company agrees that it will not assert the provisions of Exclusions from Coverage 3.a., b., or e. to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of

[*Drafting Instruction: identify, as applicable, the existing or exiting parties of the insured entity****]***

whether or not imputed to the Additional Insured by operation of law, to the extent of the percentage interest in the Insured acquired by Additional Insured as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the policy.

4. By execution below, the Insured named in Schedule A acknowledges that any payment made under this endorsement shall reduce the Amount of Insurance as provided in Condition 10.

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.

AGREED AND CONSENTED TO:

By: _____
INSURED

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 15.1 ENDORSEMENT — NONIMPUTATION — ADDITIONAL INSURED

~~[Entity as the named Insured in the policy and vestee of the insured estate or interest identified in Schedule A]~~

~~ENDORSEMENT~~

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~For purposes of the coverage provided by this endorsement,~~

1. For purposes of this endorsement only, "Additional Insured" means:
[*Drafting Instruction: identify the "incoming" partner, member, or shareholder****]***.

~~("Additional Insured") is added as an Insured under the policy. By execution below, the Insured named in Schedule A acknowledges that any payment made under this endorsement shall reduce the Amount of Insurance as provided in Section 10 of the Conditions.~~

2. The Additional Insured is added as an Insured under the policy.

3. The Company agrees that it will not assert the provisions of Exclusions from Coverage 3~~(~~.a~~)~~., ~~(~~b~~)~~., or ~~(~~e~~)~~. to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of

~~[identify, as applicable, the existing and/or exiting partner(s) of the insured partnership entity, member(s) or manager(s) of the insured limited liability company entity, or officer(s) and/or director(s) of the insured corporate entity]~~
[Drafting Instruction: identify, as applicable, the existing or exiting parties of the insured entity]

whether or not imputed to the Additional Insured by operation of law, to the extent of the percentage interest in the Insured acquired by Additional Insured as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the policy.

4. By execution below, the Insured named in Schedule A acknowledges that any payment made under this endorsement shall reduce the Amount of Insurance as provided in Condition 10.

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.

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AGREED AND CONSENTED TO:

By: _____
_____INSURED

[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 15.2 ENDORSEMENT — NONIMPUTATION — INCOMING PARTY AS NAMED INSURED

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Exiting Party" means: _____ ***[****Drafting Instruction: identify the "exiting" partner, member, or shareholder****]***.

2. The Company agrees that it will not assert the provisions of Exclusions from Coverage 3.a., b., or e. to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of Exiting Party whether or not imputed to the entity identified in paragraph 3 of Schedule A or to the Insured by operation of law, but only to the extent that the Insured acquired the Insured's interest in the entity as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the 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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 15.2 ENDORSEMENT — NONIMPUTATION — INCOMING PARTY AS NAMED INSURED

[Incoming partner, member, or shareholder, as the named Insured in its own policy, where the vestee of the insured estate or interest identified in Schedule A is a partnership, limited liability company, or corporation]

ENDORSEMENT

This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

The Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of

[identify, as applicable, the existing and/or exiting partner(s) of the vestee partnership entity, member(s) or manager(s) of the vestee limited liability company entity, or officer(s) and/or director(s) of the vestee corporate entity]

1. For purposes of this endorsement only, "Exiting Party" means: _____ *[Drafting Instruction: identify the "exiting" partner, member, or shareholder].*

2. The Company agrees that it will not assert the provisions of Exclusions from Coverage 3.a., b., or e. to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of Exiting Party whether or not imputed to the entity identified in paragraph 3 of Schedule A or to the Insured by operation of law, but only to the extent that the Insured acquired the Insured's interest in the entity as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the 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.

[Witness clause optionalClause**]**

BLANK TITLE INSURANCE COMPANY

By: _____

[Authorized Signatory]

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Submitted any comments by EOD 12/10/2026 to: forms@alta.org

ALTA 16 ENDORSEMENT — MEZZANINE FINANCING

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
   a. Mezzanine Lender: _____ and each successor in ownership of the Mezzanine Loan;
   b. Mezzanine Loan: the loan made by Mezzanine Lender **[**to an Affiliate of the Insured**]**.

2. The Insured
   a. assigns to the Mezzanine Lender the right to receive any amounts otherwise payable to the Insured under this policy, not to exceed the outstanding indebtedness under the Mezzanine Loan; and
   b. agrees that no amendment of or endorsement to this policy can be made without the written consent of the Mezzanine Lender.

3. The Company does not waive any defenses that it may have against the Insured, except as expressly stated in this endorsement.

4. In the event of a loss under the policy, the Company agrees that it will not assert the provisions of Exclusions from Coverage 3.a., b., or e. to refuse payment to the Mezzanine Lender solely by reason of the action or inaction or Knowledge, as of Date of Policy, of the Insured, provided the Mezzanine Lender had no Knowledge of the defect, lien, encumbrance or other matter creating or causing loss on Date of Policy. This limitation on the application of Exclusions from Coverage 3.a., b., and e. shall:
   a. apply whether or not the Mezzanine Lender has acquired an interest (direct or indirect) in the Insured either on or after Date of Policy; and
   b. benefit the Mezzanine Lender only without benefiting any other individual or entity that holds an interest (direct or indirect) in the Insured or the Land.

5. In the event of a loss under the Policy, the Company also agrees that it will not deny liability to the Mezzanine Lender on the ground that any or all of the ownership interests (direct or indirect) in the Insured have been transferred to or acquired by the Mezzanine Lender, either on or after the Date of Policy.

6. The Mezzanine Lender acknowledges
   a. that the Amount of Insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is hereafter executed by an Insured and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment under this policy;
   b. that the Company shall have the right to insure mortgages or other conveyances of an interest in the Land, without the consent of the Mezzanine Lender; and
   c. that the Company reserves all rights and defenses as to any successor in ownership of the Mezzanine Loan that the Company would have had against the Mezzanine Lender, unless the successor acquired the indebtedness as a purchaser for value without Knowledge of the

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asserted defect, lien, encumbrance, adverse claim, or other matter insured against by this policy as affecting Title.

7. If the Insured, the Mezzanine Lender or others have conflicting claims to all or part of the loss payable under the Policy, the Company may interplead the amount of the loss into Court. The Insured and the Mezzanine Lender shall be jointly and severally liable for the Company's reasonable cost for the interpleader and subsequent proceedings, including attorneys' fees. The Company shall be entitled to payment of the sums for which the Insured and Mezzanine Lender are liable under the preceding sentence from the funds deposited into Court, and it may apply to the Court for their payment.

8. Whenever the Company has settled a claim and paid the Mezzanine Lender pursuant to this endorsement, the Company shall be subrogated and entitled to all rights and remedies that the Mezzanine Lender may have against any person or property arising from the Mezzanine Loan. However, the Company agrees with the Mezzanine Lender that it shall only exercise these rights, or any right of the Company to indemnification, against the Insured, the Mezzanine Loan borrower, or any guarantors of the Mezzanine Loan after the Mezzanine Lender has recovered its principal, interest, and costs of collection.

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.

AGREED AND CONSENTED TO:

[*Drafting Instruction: Insert name of Insured****]*** ***[****Drafting Instruction: Insert name of Mezzanine Lender****]***

By:_____ **By:**_____

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 16 ENDORSEMENT — MEZZANINE FINANCING

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~The Mezzanine Lender is: _____ and each successor in ownership of its loan ("Mezzanine Loan") reserving, however, all rights and defenses as to any successor that the Company would have had against the Mezzanine Lender, unless the successor acquired the indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by this policy as affecting Title.~~

1. For purposes of this endorsement only, the following terms mean:
   a. Mezzanine Lender: _____ and each successor in ownership of the Mezzanine Loan;
   b. Mezzanine Loan: the loan made by Mezzanine Lender [to an Affiliate of the Insured].

~~1.~~2. The Insured
   a. assigns to the Mezzanine Lender the right to receive any amounts otherwise payable to the Insured under this policy, not to exceed the outstanding indebtedness under the Mezzanine Loan; and
   b. agrees that no amendment of or endorsement to this policy can be made without the written consent of the Mezzanine Lender.

~~2.~~3. The Company does not waive any defenses that it may have against the Insured, except as expressly stated in this endorsement.

~~3.~~4. In the event of a loss under the policy, the Company agrees that it will not assert the provisions of Exclusions from Coverage 3~~(~~ a~~)~~., ~~(~~b~~)~~., or ~~(~~e~~)~~. to refuse payment to the Mezzanine Lender solely by reason of the action or inaction or Knowledge, as of Date of Policy, of the Insured, provided the Mezzanine Lender had no Knowledge of the defect, lien, encumbrance or other matter creating or causing loss on Date of Policy. This limitation on the application of Exclusions from Coverage 3.a., b., and e. shall:

~~the Mezzanine Lender had no Knowledge of the defect, lien, encumbrance or other matter creating or causing loss on Date of Policy.~~

~~this limitation on the application of Exclusions from Coverage 3(a), (b) and (e) shall~~
   a. apply whether or not the Mezzanine Lender has acquired an interest (direct or indirect) in the Insured either on or after Date of Policy~~,~~; and
   b. benefit the Mezzanine Lender only without benefiting any other individual or entity that holds an interest (direct or indirect) in the Insured or the Land.

~~4.~~5. In the event of a loss under the Policy, the Company also agrees that it will not deny liability to the Mezzanine Lender on the ground that any or all of the ownership interests (direct or indirect) in the Insured have been transferred to or acquired by the Mezzanine Lender, either on or after the Date of Policy.

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~~5.~~6. The Mezzanine Lender acknowledges

a. that the Amount of Insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is hereafter executed by an Insured and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment under this policy; ~~and~~

b. that the Company shall have the right to insure mortgages or other conveyances of an interest in the Land, without the consent of the Mezzanine Lender~~.~~; and

c. that the Company reserves all rights and defenses as to any successor in ownership of the Mezzanine Loan that the Company would have had against the Mezzanine Lender, unless the successor acquired the indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by this policy as affecting Title.

~~6.~~7. If the Insured, the Mezzanine Lender or others have conflicting claims to all or part of the loss payable under the Policy, the Company may interplead the amount of the loss into Court.~~—~~ The Insured and the Mezzanine Lender shall be jointly and severally liable for the Company's reasonable cost for the interpleader and subsequent proceedings, including attorneys' fees. The Company shall be entitled to payment of the sums for which the Insured and Mezzanine Lender are liable under the preceding sentence from the funds deposited into Court, and it may apply to the Court for their payment.

~~payment of the sums for which the Insured and Mezzanine Lender are liable under the preceding sentence from the funds deposited into Court, and it may apply to the Court for their payment.~~

~~7.~~8. Whenever the Company has settled a claim and paid the Mezzanine Lender pursuant to this endorsement, the Company shall be subrogated and entitled to all rights and remedies that the Mezzanine Lender may have against any person or property arising from the Mezzanine Loan. However, the Company agrees with the Mezzanine Lender that it shall only exercise these rights, or any right of the Company to indemnification, against the Insured, the Mezzanine Loan borrower, or any guarantors of the Mezzanine Loan after the Mezzanine Lender has recovered its principal, interest, and costs of collection.

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.

AGREED AND CONSENTED TO:

~~([~~*[Drafting Instruction:* *Insert name of Insured*~~)~~ ~~(~~*]* *[Drafting Instruction:* *Insert name of Mezzanine Lender*~~)~~*]*

By: _____ **By:** _____

~~By:~~ _____ ~~By:~~ _____

[Witness ~~clause optional~~Clause]

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BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 17 ENDORSEMENT — ACCESS AND ENTRY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Street" means: _____ ***[****Drafting Instruction: insert name of street, road, or highway****]***.

2. The Company insures against loss or damage sustained by the Insured if, at Date of Policy:
a. the Land does not abut and have both actual vehicular and pedestrian access to and from the Street;
b. the Street is not physically open and publicly maintained; or
c. the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 17 ENDORSEMENT — ACCESS AND ENTRY

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from [insert name of street, road, or highway] (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.~~

1. For purposes of this endorsement only, "Street" means: _____
[Drafting Instruction: insert name of street, road, or highway].

2. The Company insures against loss or damage sustained by the Insured if, at Date of Policy:
   a. the Land does not abut and have both actual vehicular and pedestrian access to and from the Street;
   b. the Street is not physically open and publicly maintained; or
   c. the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 17.1 ENDORSEMENT — ACCESS AND ENTRY — EASEMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
   a. Easement: the easement identified **[**as Parcel _____**]** in Schedule A;
   b. Street: ***[****Drafting Instruction: insert name of street, road, or highway****].***

2. The Company insures against loss or damage sustained by the Insured if, at Date of Policy:
   a. the Easement does not provide that portion of the Land identified **[**as Parcel _____**]** in Schedule A both actual vehicular and pedestrian access to and from the Street;
   b. the Street is not physically open and publicly maintained; or
   c. the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Easement.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 17.1 ENDORSEMENT — ACCESS AND ENTRY — EASEMENT

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
a. Easement: the easement identified **[**as Parcel _____**]** in Schedule A;
b. Street: ***[****Drafting Instruction: insert name of street, road, or highway****]*****.**

2. The Company insures against loss or damage sustained by the Insured if, at Date of Policy:
a. ~~The Company insures against loss or damage sustained by~~ the ~~Insured if, at Date of Policy (i) the easement identified [as Parcel _____] in Schedule A (the "~~Easement~~")~~ does not provide that portion of the Land identified **[**as Parcel _____**]** in Schedule A both actual vehicular and pedestrian access to and from ~~[insert name of street, road, or highway]~~ ~~(~~the "Street~~"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Easement.~~;
b. the Street is not physically open and publicly maintained; or
c. the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Easement.

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 17.2 ENDORSEMENT — UTILITY ACCESS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services:

☐ Water service

☐ Natural gas service

☐ Telephone service

☐ Electrical power service

☐ Sanitary sewer

☐ Storm water drainage

[☐ _____**]**

[*Drafting Instruction: Select the applicable checkboxes****]***

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

a. a gap or gore between the boundaries of the Land and the rights-of-way or easements;
b. a gap between the boundaries of the rights-of-way or easements; or
c. a termination by a grantor, or its successor, of the rights-of-way or easements.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT

ALTA 17.2 ENDORSEMENT — UTILITY ACCESS

This endorsement is issued as part of
Attached to Policy No. Number _____
Issued issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services: [CHECK ALL THAT APPLY]

- ☐ Water service
- ☐ Natural gas service
- ☐ Telephone service
- ☐ Electrical power service
- ☐ Sanitary sewer
- ☐ Storm water drainage

[ ]
[ ]
[ ]
[ ]

[Drafting Instruction: Select the applicable checkboxes]

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

(1)a. a gap or gore between the boundaries of the Land and the rights-of-way or easements;
(2)b. a gap between the boundaries of the rights-of-way or easements; or
(3)c. a termination by a grantor, or its successor, of the rights-of-way or easements.

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.

[Witness clause optional Clause]

BLANK TITLE INSURANCE COMPANY

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By: _____
[Authorized Signatory]

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ALTA 18 ENDORSEMENT — SINGLE TAX PARCEL

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the Land:

a. being taxed as part of a larger parcel of land; or
b. failing to constitute a separate tax parcel for real estate taxes.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 18 ENDORSEMENT — SINGLE TAX PARCEL

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the Land ~~being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.~~:

a. being taxed as part of a larger parcel of land; or
b. failing to constitute a separate tax parcel for real estate taxes.

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.

[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 18.1 ENDORSEMENT — MULTIPLE TAX PARCELS — EASEMENTS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel(s): Tax Identification Numbers:

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~
ALTA 18.1 ENDORSEMENT — MULTIPLE TAX PARCELS — EASEMENTS

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel(s): Tax Identification Numbers:

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

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.

[Witness ~~clause optional~~Clause**]**

~~[DATE]~~

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 18.2 ENDORSEMENT — MULTIPLE TAX PARCELS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of those portions of the Land identified below not being assessed for real estate taxes under the listed Tax Identification Numbers or those Tax Identification Numbers including any additional land:

Parcel(s):	Tax Identification Numbers:

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~
ALTA 18.2 ENDORSEMENT — MULTIPLE TAX PARCELS

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of those portions of the Land identified below not being assessed for real estate taxes under the listed Tax Identification Numbers or those Tax Identification Numbers including any additional land:

Parcel(s):	Tax Identification Numbers:

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 18.3 ENDORSEMENT — SINGLE TAX PARCEL AND ID

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company 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 tax identification number: _____.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 18.3[06] ENDORSEMENT — SINGLE TAX PARCEL AND ID ENDORSEMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company 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 tax identification number: _____.

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.

[Witness clause optionalClause]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 19 ENDORSEMENT — CONTIGUITY — MULTIPLE PARCELS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the _____ boundary line of Parcel **[**A**]** of the Land to be contiguous to the _____ boundary line of Parcel **[**B**]** ***[****Drafting Instruction: for more than two parcels, continue as follows:****]*** ; or the failure of the _____ boundary line of Parcel **[**B**]** of the Land to be contiguous to the _____ boundary line of Parcel **[**C**]** ***[****Drafting Instruction: and so on until all contiguous parcels described in the policy have been accounted for****]*****];** or

2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~[For use when multiple separate parcels make up the Land]~~
ALTA 19 ENDORSEMENT — CONTIGUITY — MULTIPLE PARCELS

~~ENDORSEMENT~~

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure ~~[~~of the _____ boundary line of Parcel [A] of the Land to be contiguous to ~~[~~the _____ boundary line of Parcel [B] ~~[~~ [*[Drafting Instruction: for more than two parcels, continue as follows: ~~"~~]*; or the failure of ~~[~~the _____ boundary line of Parcel [B] of the Land to be contiguous to ~~[~~the _____ boundary line of Parcel [C] *[Drafting Instruction: and so on until all contiguous parcels described in the policy have been accounted for]*]; or

2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

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.

[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 19.1 ENDORSEMENT — CONTIGUITY — ADJACENT REAL PROPERTY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the Land to be contiguous to _____ ***[****Drafting Instruction: describe the land that is contiguous to the Land by its legal description or by reference to a recorded instrument, e.g. "... that certain parcel of real property legally described in the deed recorded as Instrument No. , records of _____ County, State of _____"****]*** along the _____ boundary line**[**s**]**; or

2. the presence of any gaps, strips, or gores separating the contiguous boundary lines described above.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~[For use when the Insured desires contiguity coverage between the Land and some other parcel of land]~~

ALTA 19.1 ENDORSEMENT — CONTIGUITY — ADJACENT REAL PROPERTY

~~ENDORSEMENT~~

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the Land to be contiguous to _____ *[Drafting Instruction: describe the land that is contiguous to the Land by its legal description or by reference to a recorded instrument ~~—~~, e.g. ". . . that certain parcel of real property legally described in the deed recorded as Instrument No. _____, records of _____ County, State of _____"]* along the _____ boundary line[s]; or

2. the presence of any gaps, strips, or gores separating the contiguous boundary lines described above.

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.

[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 19.2 ENDORSEMENT — CONTIGUITY — SPECIFIED PARCELS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of there being any gaps, strips, or gores lying within or between _____ ***[****Drafting Instruction: Example: Parcel A, B, C or Tract 1, 2, 3****]*** of the Land**[** except as depicted on the survey made by _____ dated _____, and designated Job No. _____**]**.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 19.2 ENDORSEMENT — CONTIGUITY — SPECIFIED PARCELS

ENDORSEMENT
This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of there being any gaps, strips, or gores lying within or between _____ ***[****Drafting Instruction: Example: Parcel A, B, C or Tract 1, 2, 3****]*** of the Land**[** except as depicted on the survey made by _____ dated _____, and designated Job No. _____**]**.

This endorsement is issued as part of the policy and is subject to the policy's (i) Exclusions from Coverage. Except as it expressly states, (ii) Conditions, anditdoes not (iiii) Exceptions from Coverage contained in Schedule B, in addition to (iv) exceptions modify any of the terms and exclusions, if any, in this endorsement. Except as expressly statedprovisions of the policy, this endorsement does not (iii) modify the policy or any other endorsement to the policyprior endorsements, (iiiii) extend the Date of Policy, or (iiiiv) increase the Amount of Insurance. To the extent a provision of the policy or any previously issued endorsement to the policy is inconsistent witha 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 otherprior endorsements.

[Witness clause optionalClause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
AUTHORIZED SIGNATORY[Authorized Signatory]

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ALTA 22 ENDORSEMENT — LOCATION

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of a _____ ***[****Drafting Instruction: description of improvement****]***, known as _____ ***[****Drafting Instruction: street address****]***, to be located on the Land at 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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 22 ENDORSEMENT — LOCATION

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of a ~~(~~_____ *[Drafting Instruction: description of improvement~~)~~]*, known as ~~(~~_____ *[Drafting Instruction: street address~~)~~]*, to be located on the Land at 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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 22.1 ENDORSEMENT — LOCATION AND MAP

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of

i. a _____ ***[****Drafting Instruction: description of improvement****]***, known as _____ ***[****Drafting Instruction: street address****]***, to be located on the Land at Date of Policy, or

ii. the map, if any, attached to this policy to correctly show the location and dimensions of the Land according to the Public Records.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~**ENDORSEMENT**~~

ALTA 22.1 ENDORSEMENT — LOCATION AND MAP

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of

i. a ***[****Drafting Instruction: description of improvement****]***, known as ***[****Drafting Instruction: street address****]***, to be located on the Land at Date of Policy, or

ii. ~~The Company insures against loss or damage sustained by the Insured by reason of the failure of (i) a (~~***~~description of improvement),~~ known as (***street address***), to be located on the Land at Date of Policy, or (ii)~~ the map, if any, attached to this policy to correctly show the location and dimensions of the Land according to the Public Records.

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 23 ENDORSEMENT — CO-INSURANCE — SINGLE POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

Attached to and made a part of Issuing Co-Insurer's Policy No. _____ ("Co-Insurance Policy"). Each title insurance company executing this Co-Insurance Endorsement, other than the Issuing Co-Insurer, shall be referred to as a "Co-Insurer." Issuing Co-Insurer and each Co-Insurer are collectively referred to as "Co-Insuring Companies."

1. By issuing this endorsement to the Co-Insurance Policy, each of the Co-Insuring Companies adopts the Co-Insurance Policy's Covered Risks, Exclusions, Conditions, Schedules and endorsements, subject to the limitations of this endorsement.

Co-Insuring Companies	Name and Address	Policy Number [File Number]	Amount of Insurance	Percentage of Liability
Issuing Co-Insurer			$	
Co-Insurer			$	
Co-Insurer			$	
Co-Insurer			$	
Aggregate Amount of Insurance			$	

3. Each of the Co-Insuring Companies shall be liable to the Insured only for its Percentage of Liability of: (a) the total of the loss or damage under the Co-Insurance Policy, but in no event greater than its respective Amount of Insurance set forth in this endorsement; and (b) costs, attorneys' fees and expenses provided for in the Conditions.

4. Any notice of claim and any other notice or statement in writing required to be given under the Co-Insurance Policy must be given to each of the Co-Insuring Companies at its address set forth above.

5. Any subsequent endorsement to the Co-Insurance Policy must be signed by each of the Co-Insuring Companies by its authorized officer or agent.

6. This Co-Insurance Endorsement is effective as of the Date of Policy of the Co-Insurance Policy. This Co-Insurance Endorsement may be executed in counterparts.

This endorsement is issued as part of the Coinsurance 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.

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Issuing Co-Insurer:

Blank Title Insurance Company

By: _____
[Authorized Signatory]

Co-Insurer:

Blank Title Insurance Company

By: _____
[Authorized Signatory]

Co-Insurer:

Blank Title Insurance Company

By: _____
[Authorized Signatory]

Co-Insurer:

Blank Title Insurance Company

By: _____
[Authorized Signatory]

[*Drafting Instruction: Additional Co-Insurer signatures may be added if needed.****]***

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ALTA 23 ENDORSEMENT — CO-INSURANCE — SINGLE POLICY

~~ENDORSEMENT~~

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY
~~("Issuing Co-Insurer")~~

~~CO-INSURANCE ENDORSEMENT~~

Attached to and made a part of Issuing Co-Insurer's Policy No. _____ ("Co-Insurance Policy"). Each title insurance company executing this Co-Insurance Endorsement, other than the Issuing Co-Insurer, shall be referred to as a "Co-Insurer." Issuing Co-Insurer and each Co-Insurer are collectively referred to as "Co-Insuring Companies."

1. By issuing this endorsement to the Co-Insurance Policy, each of the Co-Insuring Companies adopts the Co-Insurance Policy's Covered Risks, Exclusions, Conditions, Schedules and endorsements, subject to the limitations of this endorsement.

Co-Insuring Companies	Name and Address	Policy Number [File Number]	Amount of Insurance	Percentage of Liability
Issuing Co-Insurer			$	
Co-Insurer			$	
Co-Insurer			$	
Co-Insurer			$	
Aggregate Amount of Insurance			$	

~~2~~**3.** Each of the Co-Insuring Companies shall be liable to the Insured only for its Percentage of Liability of: (a) the total of the loss or damage under the Co-Insurance Policy, but in no event greater than its respective Amount of Insurance set forth in this endorsement; and (b) costs, attorneys' fees and expenses provided for in the Conditions.

~~3~~**4.** Any notice of claim and any other notice or statement in writing required to be given under the Co-Insurance Policy must be given to each of the Co-Insuring Companies at its address set forth above.

~~4~~**5.** Any subsequent endorsement to the Co-Insurance Policy ~~issued after the date of this Co-Insurance Endorsement~~ must be signed by each of the Co-Insuring Companies by its authorized officer or agent.

~~5~~**6.** This Co-Insurance Endorsement is effective as of the Date of Policy of the Co-Insurance Policy. This Co-Insurance Endorsement may be executed in counterparts.

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This endorsement is issued as part of the Coinsurance 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.

~~**DATED:** _____~~

Issuing Co-Insurer:

Blank Title Insurance Company

By: _____
[Authorized Signatory]

Co-Insurer:

Blank Title Insurance Company

By: _____
[Authorized Signatory]

Co-Insurer:

Blank Title Insurance Company

By: _____
[Authorized Signatory]

Co-Insurer:

Blank Title Insurance Company

By: _____
[Authorized Signatory]

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[Drafting Instruction: Additional Co-Insurer signatures may be added if needed.]

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ALTA 24 ENDORSEMENT — DOING BUSINESS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured 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 where the Land is located because of the failure of the Insured to qualify to do business under those laws.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 24 ENDORSEMENT — DOING BUSINESS

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured 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 where the Land is located because of the failure of the Insured to qualify to do business under those laws.

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.

[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 25 ENDORSEMENT — SAME AS SURVEY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by _____ dated _____, and designated Job No. _____.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 25 ENDORSEMENT — SAME AS SURVEY

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by _____ dated _____, and designated Job No. _____.

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.

[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 25.1 ENDORSEMENT — SAME AS PORTION OF SURVEY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified as _____ ***[****Drafting Instruction: insert applicable description, such as Parcel A, B, C or Parcel 1, 2, 3****]*** on the survey made by _____ dated _____, and designated Job No. _____.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 25.1 ENDORSEMENT — SAME AS PORTION OF SURVEY

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified as _____ ***[***~~*Example*~~*Drafting Instruction: insert applicable description, such as Parcel A, B, C or Parcel 1, 2, 3***]*** on the survey made by _____ dated _____, and designated Job No. _____.

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 28.2 ENDORSEMENT — ENCROACHMENTS — BOUNDARIES AND EASEMENTS — DESCRIBED IMPROVEMENTS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Improvement" means each improvement on the Land or adjoining land at Date of Policy, itemized below:

_____

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:

a. an encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
b. an encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
c. enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
d. enforced removal of any Improvement located on the Land that encroaches onto adjoining land.

4. Sections 3.c. and 3.d. of this endorsement do not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the following Exceptions, if any, listed in Schedule B: _____

[*Drafting Instruction: The Company may list any Exceptions appearing in Schedule B for which it will not provide insurance pursuant to Section 3.c. or Section 3.d. The Company may insert "None" if it does not intend to limit the coverage.****]***

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.

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[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 28.2 ENDORSEMENT — ENCROACHMENTS — BOUNDARIES AND EASEMENTS — DESCRIBED IMPROVEMENTS

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Improvement" means each improvement on the Land or adjoining land at Date of Policy, itemized below:

_____

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

~~For purposes of this endorsement only, "Improvement" means each improvement on the Land or adjoining land at Date of Policy, itemized below:~~

3. The Company insures against loss or damage sustained by the Insured by reason of:

a. ~~An~~an encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;

b. ~~An~~an encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;

c. ~~Enforced~~enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or

d. ~~Enforced~~enforced removal of any Improvement located on the Land that encroaches onto adjoining land.

4. Sections 3.c. and 3.d. of this endorsement do not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the following Exceptions, if any, listed in Schedule B: _____

~~[~~*[Drafting Instruction: The Company may list any Exceptions appearing in Schedule B for which it will not provide insurance pursuant to Section 3.c. or Section 3.d. The Company may insert "None" if it does not intend to limit the coverage.*~~]~~***]***

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.

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[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 28.3 ENDORSEMENT — ENCROACHMENTS — BOUNDARIES AND EASEMENTS — LAND UNDER DEVELOPMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Future Improvement": any of the following to be constructed on the Land after Date of Policy in the locations according to the Plans and that by law constitutes real property:
   i. a building;
   ii. a structure; or
   iii. a paved area, including any road, walkway, parking area, driveway, or curb;

b. "Improvement": a building, structure, or paved area, including any road, walkway, parking area, driveway, or curb located on the surface of the Land or the surface of adjoining land at Date of Policy that by law constitutes real property; and

c. "Plans": the survey, site and elevation plans, or other depictions or drawings prepared by _____ ***[****Drafting Instruction: insert name of architect or engineer****]*** dated _____ ***[****Drafting Instruction: insert date prepared****]***, last revised _____ ***[****Drafting Instruction: insert date last revised****]***, designated as _____ ***[****Drafting Instruction: insert name of project or project number****]*** consisting of _____ ***[****Drafting Instruction: insert number of sheets****]*** sheets.

2. The insurance provided by this endorsement is subject to the exceptions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:

a. an encroachment of any Improvement or Future Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an Exception in Schedule B of the policy identifies the encroachment;

b. an encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an Exception in Schedule B of the policy identifies the encroachment;

c. 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 the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement or Future Improvement; or

d. enforced removal of any Improvement or Future Improvement located on the Land that encroaches onto adjoining land.

4. Sections 3.c. and 3.d. of this endorsement do not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the following Exceptions, if any, listed in Schedule B: _____

[*Drafting Instruction: The Company may list any Exceptions appearing in Schedule B for which it will not provide insurance pursuant to Section 3.c. or Section 3.d. The Company may insert "None" if it does not intend to limit the coverage.****]***

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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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~
ALTA 28.3 ENDORSEMENT — ENCROACHMENTS — BOUNDARIES AND EASEMENTS — LAND UNDER DEVELOPMENT

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~The insurance provided by this endorsement is subject to the exceptions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.~~

1. For purposes of this endorsement only, the following terms mean:

~~(a) "Improvement" means a building, structure, or paved area, including any road, walkway, parking area, driveway, or curb located on the surface of the Land or the surface of adjoining land at Date of Policy that by law constitutes real property.~~

~~(b)~~ a. "Future Improvement" ~~means~~: any of the following to be constructed on the Land after Date of Policy in the locations according to the Plans and that by law constitutes real property:

~~(i).~~ a building;

~~(ii).~~ a structure; or

~~(iii).~~ a paved area, including any road, walkway, parking area, driveway, or curb~~.~~;

b. "Improvement": a building, structure, or paved area, including any road, walkway, parking area, driveway, or curb located on the surface of the Land or the surface of adjoining land at Date of Policy that by law constitutes real property; and

~~(c)~~ . "Plans" ~~mean~~ : the survey, site and elevation plans, or other depictions or drawings prepared by ~~(~~_____ ***[Drafting Instruction:*** *insert name of architect or engineer*~~)~~***]*** dated ~~(~~_____ ***[Drafting Instruction:*** *insert date prepared*~~)~~***]***, last revised ~~(~~_____ ***[Drafting Instruction:*** *insert date last revised*~~)~~***]***, designated as ~~(~~_____ ***[Drafting Instruction:*** *insert name of project or project number*~~)~~***]*** consisting of ~~(~~_____ ***[Drafting Instruction:*** *insert number of sheets*~~)~~***]*** sheets.

2. The insurance provided by this endorsement is subject to the exceptions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:

~~An~~a. an encroachment of any Improvement or Future Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an Exception in Schedule B of the policy identifies the encroachment;

~~An~~b. an encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an Exception in Schedule B of the policy identifies the encroachment;

~~Enforced~~c. 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 the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement or Future Improvement; or

~~Enforced~~d. enforced removal of any Improvement or Future Improvement located on the Land that encroaches onto adjoining land.

4. ~~4.~~ Sections 3~~(~~.c~~)~~. and 3~~(~~.d~~)~~. of this endorsement do not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the following Exceptions, if any, listed in Schedule B: _____

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~~([~~[Drafting Instruction: The Company may list any Exceptions appearing in Schedule B for which it will not provide insurance pursuant to Section 3~~(~~.c~~)~~. or Section 3~~(~~.d~~)~~. The Company may insert "None" if it does not intend to limit the coverage.~~)~~]

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.

[Witness ~~clause optional~~Clause**]**

~~[DATE]~~

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 29 ENDORSEMENT — INTEREST RATE SWAP — DIRECT OBLIGATION

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
   a. "Date of Endorsement": _____; and
   b. "Swap Obligation": a monetary obligation under the interest rate exchange agreement dated _____, between _____ and the Insured existing at Date of Endorsement and secured by the Insured Mortgage. The Swap Obligation is included as a part of the Indebtedness.

2. The insurance provided by 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.

3. The Company insures against loss or damage sustained by the Insured by reason of the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for the payment of the Swap Obligation at Date of Endorsement.

4. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:
   a. rights or obligations set, created or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;
   b. the stay, rejection or avoidance of the lien of the Insured Mortgage as security for the Swap Obligation, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws;
   c. the calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Swap Obligation**[**; or**]**
   d. **[**the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar intangible taxes were not paid; or **]**
   e. _____ ***[****Drafting Instruction: if Date of Endorsement is after Date of Policy, add any necessary additional exceptions here****]***.

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.

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[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

~~Attached to Policy No.~~

ALTA 29 ENDORSEMENT — INTEREST RATE SWAP — DIRECT OBLIGATION

This endorsement is issued as part of
Policy Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~The insurance provided by this endorsement is subject to the exclusions in Section 3 of this endorsement, the Exclusions from Coverage in the policy, the Exceptions from Coverage contained in Schedule B, and the Conditions. As used in this endorsement:~~

1. For purposes of this endorsement only, the following terms mean:

a. "Date of Endorsement" ~~is~~ _____: _____; and

b. "Swap Obligation" ~~means~~ : a monetary obligation under the interest rate exchange agreement dated ~~_____~~ _____, between _____ and the Insured existing at Date of Endorsement and secured by the Insured Mortgage. The Swap Obligation is included as a part of the Indebtedness.

2. The insurance provided by 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.

3. The Company insures against loss or damage sustained by the Insured by reason of the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for the payment of the Swap Obligation at Date of Endorsement.

4. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

a. rights or obligations set, created or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;

b. the stay, rejection or avoidance of the lien of the Insured Mortgage as security for the Swap Obligation, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws;

c. the calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Swap Obligation**[**; or**]**

d. **[**the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar intangible taxes were not paid; or **]**

e. _____ ***[****Drafting Instruction: if Date of Endorsement is after Date of Policy, add any necessary additional exceptions here****]***.

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.

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[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

~~BY~~**By:** _____
[Authorized Signatory]

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ALTA 29.1 ENDORSEMENT — INTEREST RATE SWAP — ADDITIONAL INTEREST

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
   a. "Additional Interest": the additional interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Endorsement for repayment of the Swap Obligation;
   b. "Date of Endorsement": _____; and
   c. "Swap Obligation": a monetary obligation under the interest rate exchange agreement dated _____, between _____ and the Insured existing at Date of Endorsement and secured by the Insured Mortgage.

2. The insurance provided by 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.

3. The Company insures against loss or damage sustained by the Insured by reason of the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for the payment of the Additional Interest at Date of Endorsement.

4. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:
   a. rights or obligations set, created or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;
   b. the stay, rejection or avoidance of the lien of the Insured Mortgage as security for the payment of the Additional Interest, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws;
   c. the calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Additional Interest; **[**or**]**
   d. the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar intangible taxes were not paid **[**; or**]**
   e. _____ ***[****Drafting Instruction: if Date of Endorsement is after Date of Policy, add any necessary additional exceptions here****]****.*

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.

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[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 29.1 ENDORSEMENT — INTEREST RATE SWAP — ADDITIONAL INTEREST

ENDORSEMENT

Attached to Policy No.

This endorsement is issued as part of
Policy Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

The insurance provided by this endorsement is subject to the exclusions in Section 3 of this endorsement, the Exclusions from Coverage in the Policy, the Exceptions from Coverage contained in Schedule B, and the Conditions. As used in this endorsement:

1. For purposes of this endorsement only, the following terms mean:

a. "Additional Interest": the additional interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Endorsement for repayment of the Swap Obligation;

b. "Date of Endorsement" is _____: _____; and

c. "Swap Obligation" means : a monetary obligation under the interest rate exchange agreement dated _____, between _____ and the Insured existing at Date of Endorsement and secured by the Insured Mortgage.

"Additional Interest" means the additional interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Endorsement for repayment of the Swap Obligation.

2. The insurance provided by 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.

3. The Company insures against loss or damage sustained by the Insured by reason of the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for the payment of the Additional Interest at Date of Endorsement.

4. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

a. rights or obligations set, created or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;

b. the stay, rejection or avoidance of the lien of the Insured Mortgage as security for the payment of the Additional Interest, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws;

c. the calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Additional Interest; **[**or**]**

d. the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar intangible taxes were not paid **[**; or**]**

e. _____ ***[****Drafting Instruction: if Date of Endorsement is after Date of Policy, add any necessary additional exceptions here****]****.*

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ALTA American Land Title Association

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 29.2 ENDORSEMENT — INTEREST RATE SWAP — DIRECT OBLIGATION — DEFINED AMOUNT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
   a. "Additional Amount of Insurance": is $_____ that is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage under this endorsement;
   b. "Date of Endorsement": _____; and
   c. "Swap Obligation": a monetary obligation under the interest rate exchange agreement dated _____, between _____ and the Insured existing at Date of Endorsement and secured by the Insured Mortgage. The Swap Obligation is included as a part of the Indebtedness.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured, not to exceed the Additional Amount of Insurance, by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the payment of the Swap Obligation at Date of Endorsement.

4. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:
   a. rights or obligations set, created, or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;
   b. the stay, rejection, or avoidance of the lien of the Insured Mortgage as security for the Swap Obligation, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws;
   c. the calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Swap Obligation**[**; or**]**
   d. **[**the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar intangible taxes were not paid; or**]**
   e. ***[****Drafting Instruction: if Date of Endorsement is after Date of Policy, add any necessary additional exceptions here****]*.

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.

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[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT
ALTA 29.2 ENDORSEMENT — INTEREST RATE SWAP — DIRECT OBLIGATION — DEFINED AMOUNT

This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

The insurance provided by this endorsement is subject to the exclusions in Section 3 of this endorsement, the Exclusions from Coverage in the policy, the Exceptions from Coverage contained in Schedule B, and the Conditions. As used in this endorsement:

1. For purposes of this endorsement only, the following terms mean:

a. "Additional Amount of Insurance": is $_____ that is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage under this endorsement;

b. "Date of Endorsement" is _____.: _____; and

c. "Swap Obligation" means : a monetary obligation under the interest rate exchange agreement dated _____, between _____ and the Insured existing at Date of Endorsement and secured by the Insured Mortgage. The Swap Obligation is included as a part of the Indebtedness.

"Additional Amount of Insurance" is $_____ that is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage under this endorsement.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured, not to exceed the Additional Amount of Insurance, by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the payment of the Swap Obligation at Date of Endorsement.

4. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

a. rights or obligations set, created, or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;

b. the stay, rejection, or avoidance of the lien of the Insured Mortgage as security for the Swap Obligation, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws;

c. the calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Swap Obligation**[**; or**]**

d. **[**the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar intangible taxes were not paid; or**]**

e. ***[****Drafting Instruction: if Date of Endorsement is after Date of Policy, add any necessary additional exceptions here****].***

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ALTA American Land Title Association

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.

[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 29.3 ENDORSEMENT — INTEREST RATE SWAP — ADDITIONAL INTEREST — DEFINED AMOUNT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Additional Amount of Insurance" is $_____ that is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage under this endorsement;

b. "Additional Interest": the additional interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Endorsement for repayment of the Swap Obligation;

c. "Date of Endorsement": _____; and

d. "Swap Obligation": a monetary obligation under the interest rate exchange agreement dated _____, between _____ and the Insured existing at Date of Endorsement and secured by the Insured Mortgage.

2. The insurance provided by 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.

3. The Company insures against loss or damage sustained by the Insured, not to exceed the Additional Amount of Insurance, by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the payment of the Additional Interest at Date of Endorsement.

4. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

a. rights or obligations set, created, or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;

b. the stay, rejection, or avoidance of the lien of the Insured Mortgage as security for the payment of Additional Interest, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws;

c. the calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Additional Interest**[**; or**]**

d. **[**the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar intangible taxes were not paid; or**]**

e. ***[****Drafting Instruction: if Date of Endorsement is after Date of Policy, add any necessary additional exceptions here****]****.*

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.

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[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 29.3 ENDORSEMENT — INTERNEST RATE SWAP — ADDITIONAL INTEREST — DEFINED AMOUNT

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~The insurance provided by this endorsement is subject to the exclusions in Section 3 of this endorsement, the Exclusions from Coverage in the policy, the Exceptions from Coverage contained in Schedule B, and the Conditions. As used in this endorsement:~~

1. For purposes of this endorsement only, the following terms mean:

a. "Additional Amount of Insurance" is $_____ that is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage under this endorsement;

b. "Additional Interest": the additional interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Endorsement for repayment of the Swap Obligation;

c. ~~"~~"Date of Endorsement" ~~is~~ _____~~.~~: _____; and

d. "Swap Obligation" ~~means~~: a monetary obligation under the interest rate exchange agreement dated _____, between _____ and the Insured existing at Date of Endorsement and secured by the Insured Mortgage.

~~"Additional Interest" means the additional interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Endorsement for repayment of the Swap Obligation.~~

~~d. "Additional Amount of Insurance" is $_____ that is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage under this endorsement.~~

2. The insurance provided by 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.

3. The Company insures against loss or damage sustained by the Insured, not to exceed the Additional Amount of Insurance, by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the payment of the Additional Interest at Date of Endorsement.

4. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

a. rights or obligations set, created, or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;

b. the stay, rejection, or avoidance of the lien of the Insured Mortgage as security for the payment of Additional Interest, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws;

c. the calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Additional Interest**[**; or**]**

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d. **[**the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar intangible taxes were not paid; or**]**

e. ***[****Drafting Instruction: if Date of Endorsement is after Date of Policy, add any necessary* ~~datedown~~*additional exceptions here****]****.*

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 31 ENDORSEMENT — SEVERABLE IMPROVEMENTS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Severable Improvement" means property affixed to the Land on or after Date of Policy that by law does not constitute real property because:
   a. of its character and manner of attachment to the Land; and
   b. it can be severed from the Land without causing material damage to it or to the Land.

2. In the event of a loss by reason of a defect, lien, encumbrance, or other matter covered by this Policy ("Defect"), the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to Condition 8 or any other endorsement to the Policy):
   a. the diminution in value of the Insured's interest in any Severable Improvement resulting from the Defect, reduced by the salvage value of the Severable Improvement; and
   b. the reasonable cost actually incurred by the Insured in connection with the removal or relocation of the Severable Improvement resulting from the Defect and the cost of transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the relocation.

3. This endorsement relates solely to the calculation of the Insured's loss resulting from a claim based on a defect, lien, encumbrance or other matter otherwise insured against by the Policy. This Policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees or expenses) relating to:
   a. the attachment, perfection or priority of any security interest in the Severable Improvement;
   b. the vesting or ownership of title to or rights in any Severable Improvement;
   c. any defect in or lien or encumbrance on the title to any Severable Improvement; or
   d. the determination of whether any specific property is real or personal in nature.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 31 ENDORSEMENT — SEVERABLE IMPROVEMENTS

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

1. ~~As used in~~For purposes of this endorsement only, "Severable Improvement" means property affixed to the Land on or after Date of Policy that by law does not constitute real property because:
a. of its character and manner of attachment to the Land; and
b. it can be severed from the Land without causing material damage to it or to the Land.

2. In the event of a loss by reason of a defect, lien, encumbrance, or other matter covered by this Policy ("Defect"), the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to ~~Section~~Condition 8 ~~of the Conditions~~ or any other endorsement to the Policy):

a. the diminution in value of the Insured's interest in any Severable Improvement resulting from the Defect, reduced by the salvage value of the Severable Improvement; and

b. the reasonable cost actually incurred by the Insured in connection with the removal or relocation of the Severable Improvement resulting from the Defect and the cost of transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the relocation.

3. This endorsement relates solely to the calculation of the Insured's loss resulting from a claim based on a defect, lien, encumbrance or other matter otherwise insured against by the Policy. This Policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees or expenses) relating to:
a. the attachment, perfection or priority of any security interest in the Severable Improvement;
b. the vesting or ownership of title to or rights in any Severable Improvement;
c. any defect in or lien or encumbrance on the title to any Severable Improvement; or
d. the determination of whether any specific property is real or personal in nature.
~~b. the vesting or ownership of title to or rights in any Severable Improvement;~~
~~c. any defect in or lien or encumbrance on the title to any Severable Improvement; or~~
~~d. the determination of whether any specific property is real or personal in nature.~~

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.

[Witness ~~clause optional~~Clause**]**

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BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 33 ENDORSEMENT — DISBURSEMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. The Date of Coverage is amended to _____.
   a. **[**the current disbursement is: $ _____ **];**
   b. **[**the aggregate amount, including the current disbursement, recognized by the Company as disbursed by the Insured is: $_____**].**

2. Schedule A is amended as follows:

3. Schedule B is amended as follows:
[Part I**]**
[Part II**]**

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT

ALTA 33 ENDORSEMENT — DISBURSEMENT

This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

1. The Date of Coverage is amended to _____.
[a. Thethe current disbursement is: $ _____ **];**
[b. Thethe aggregate amount, including the current disbursement, recognized by the Company as disbursed by the Insured is: $_____**].**

2. Schedule A is amended as follows:

3. Schedule B is amended as follows:
[Part I**]**
[Part II**]**

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.

[Witness clause optionalClause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 34 ENDORSEMENT — IDENTIFIED RISK COVERAGE

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Identified Risk" means: _____ ***[****Drafting Instruction: insert description of the title defect, restriction, encumbrance or other matter****]*** described in Exception _____ of Schedule B.

2. The Company insures against loss or damage sustained by the Insured by reason of:
a. a final order or decree enforcing the Identified Risk in favor of an adverse party; or
b. the release of a prospective purchaser or lessee of the Title or lender on the Title from the obligation to purchase, lease, or lend as a result of the Identified Risk, but only if
i. there is a contractual condition requiring the delivery of marketable title; and
ii. neither the Company nor any other title insurance company is willing to insure over the Identified Risk with the same conditions as in this endorsement.

3. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of the Title by reason of the Identified Risk insured against by Paragraph 2 of this endorsement, but only to the extent provided in the Conditions.

4. This endorsement does not obligate the Company to establish the Title free of the Identified Risk or to remove the Identified Risk, but if the Company does establish the Title free of the Identified Risk or removes it, Condition 9.a. applies.

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

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 34 ENDORSEMENT — IDENTIFIED RISK COVERAGE

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

1. ~~As used in~~For purposes of this endorsement only, "Identified Risk" means: _____
[*Drafting Instruction: insert description of the title defect, restriction, encumbrance or other matter****]*** described in Exception _____ of Schedule B.

2. The Company insures against loss or damage sustained by the Insured by reason of:
a. ~~A~~a final order or decree enforcing the Identified Risk in favor of an adverse party; or
b. ~~The~~the release of a prospective purchaser or lessee of the Title or lender on the Title from the obligation to purchase, lease, or lend as a result of the Identified Risk, but only if
i. there is a contractual condition requiring the delivery of marketable title~~,~~; and
ii. neither the Company nor any other title insurance company is willing to insure over the Identified Risk with the same conditions as in this endorsement.

3. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of the Title by reason of the Identified Risk insured against by Paragraph 2 of this endorsement, but only to the extent provided in the Conditions.

4. This endorsement does not obligate the Company to establish the Title free of the Identified Risk or to remove the Identified Risk , but if the Company does establish the Title free of the Identified Risk or removes it, ~~Section~~Condition 9~~(~~.a~~)~~ ~~of the Conditions~~.~~ applies.

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

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 35 ENDORSEMENT — MINERALS AND OTHER SUBSURFACE SUBSTANCES — BUILDING

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Improvement" means a building on the Land at Date of Policy.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**
b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances**[**.**][**; or
c. the exercise of the rights described in _____ ***[****Drafting Instruction: Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.****]*****]***

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 35 ENDORSEMENT — MINERALS AND OTHER SUBSURFACE SUBSTANCES — BUILDING

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Improvement" means a building on the Land at Date of Policy.

~~1~~**2.** The insurance provided by this endorsement is subject to the ~~exclusion~~exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

~~2. For purposes of this endorsement only, "Improvement" means a building on the Land at Date of Policy.~~

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**

b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances**[**.**]****[**; or

~~c. the exercise of the rights described in (_____)]. *~~

~~* Instructional note~~c. the exercise of the rights described in _____. _____ *[Drafting Instruction: ~~identify~~ Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.]*

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____

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ALTA 35.1 ENDORSEMENT — MINERALS AND OTHER SUBSURFACE SUBSTANCES — IMPROVEMENTS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

2. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**
b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances**[**.**][**; or
c. the exercise of the rights described in _____. ***[****Drafting Instruction: Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.****]*****]***

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 35.1 ENDORSEMENT — MINERALS AND OTHER SUBSURFACE SUBSTANCES — IMPROVEMENTS

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.~~

~~2~~**1.** For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

2. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

~~a.~~ a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**

~~b.~~ b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances**[**.**]****[**; or

~~c. the exercise of the rights described in (_____)]. *~~

~~* Instructional note~~c. the exercise of the rights described in _____. *[Drafting Instruction: ~~identify~~ Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.]*

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.

[Witness ~~clause optional~~Clause**]**

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By: _____
[Authorized Signatory]

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ALTA 35.2 ENDORSEMENT — MINERALS AND OTHER SUBSURFACE SUBSTANCES — DESCRIBED IMPROVEMENTS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Improvement" means each improvement on the Land at Date of Policy itemized below: _____.

2. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**
b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances**[**.**][**; or
c. the exercise of the rights described in _____. ***[****Drafting Instruction: Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.****]*****]***

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT

ALTA 35.2 ENDORSEMENT — MINERALS AND OTHER SUBSURFACE SUBSTANCES — DESCRIBED IMPROVEMENTS

This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Improvement" means each improvement on the Land at Date of Policy itemized below: _____.

12. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only, "Improvement" means each improvement on the Land at Date of Policy itemized [on the exhibit attached to this endorsement] [below:]

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**

b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances**[**.**]****[**; or

c. the exercise of the rights described in (_____)]. *

* Instructionalnotec. the exercise of the rights described in _____. *[Drafting Instruction: identify Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.]*

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.

[Witness clause optionalClause**]**

BLANK TITLE INSURANCE COMPANY

By: _____

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ALTA American Land Title Association

[Authorized Signatory]

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ALTA 35.3 ENDORSEMENT — MINERALS AND OTHER SUBSURFACE SUBSTANCES — LAND UNDER DEVELOPMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Future Improvement": a building, structure, and any paved road, walkway, parking area, driveway, or curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees;

b. "Improvement": a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees; and

c. "Plans": the survey, site and elevation plans or other depictions or drawings prepared by _____ ***[****Drafting Instruction: insert name of architect or engineer****]*** dated ____, last revised _____, designated as _____ ***[****Drafting Instruction: insert name of project or project number****]*** consisting of ___ sheets.

2. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Improvement or a Future Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**

b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances**[**.**][**; or

c. the exercise of the rights described in ( )**]**. ***[****Drafting Instruction: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage****].***

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.

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ALTA
American Land Title Association

[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT

ALTA 35.3 ENDORSEMENT — MINERALS AND OTHER SUBSURFACE SUBSTANCES — LAND UNDER DEVELOPMENT

This endorsement is issued as part of
Attached to Policy No. Number _____
Issued issued by
BLANK TITLE INSURANCE COMPANY

The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

1. For purposes of this endorsement only, the following terms mean:

a. "Future Improvement" means : a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, to be constructed on or affixed to the Land at Date of Policy in the locations according to the Plans and that by law constitutes will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.;

b. "Future Improvement" means : a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb to be constructed on or , affixed to the Land in the locations according to the Plans at Date of Policy and that by law will constitute constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.; and

c. "Plans" means : the survey, site and elevation plans or other depictions or drawings prepared by (_____ *[Drafting Instruction: insert name of architect or engineer*)] dated ____, last revised _____, designated as (_____ *[Drafting Instruction: insert name of project or project number*)] consisting of ___ sheets.

2. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. 3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Improvement or a Future Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

4. 4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**

b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances**[**.**]****[**; or

c. the exercise of the rights described in ( )]. *

* Instructional note c. the exercise of the rights described in ( )**]**. ***[****Drafting Instruction: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage**]*****.**

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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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 36 ENDORSEMENT — ENERGY PROJECT — LEASEHOLD/EASEMENT — OWNER'S POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Constituent Parcel": one of the parcels of Land described in Schedule A that together constitute one integrated project;

b. "Easement": each easement described in Schedule A;

c. "Easement Interest": the right of use granted in the Easement for the Easement Term;

d. "Easement Term": the duration of the Easement Interest, as set forth in the Easement, including any renewal or extended term if a valid option to renew or extend is contained in the Easement;

e. "Electricity Facility": an electricity generating facility which may include one or more of the following:

i. a substation;

ii. a transmission, distribution, or collector line;

iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;

iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;

v. a road; or

vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

f. "Evicted" or "Eviction":

i. the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or Easement; or

ii. the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable;

in either case as a result of a matter covered by this policy;

g. "Lease": each lease described in Schedule A;

h. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.

i. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.

j. "Plans": the survey, site and elevation plans or other depictions or drawings prepared by _____ ***[****Drafting Instruction: insert name of architect or engineer****]*** dated ____, last revised _____, designated as _____ ***[****Drafting Instruction: insert name of project or project number****]*** consisting of ___ sheets;

k. "Remaining Term": the portion of the Easement Term or the Lease Term remaining after the Insured has been Evicted; and

l. "Severable Improvement": property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because:

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i. of its character and manner of attachment to the Land; and
ii. the property can be severed from the Land without causing material damage to the property or to the Land.

2. The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. Valuation of Title as an Integrated Project:
a. if in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction, then, as to that portion of the Land from which the Tenant is Evicted, that value shall consist of:
i. the value of;
(a) the Leasehold Estate or the Easement Interest for the Remaining Term, as applicable, together with
(b) any Electricity Facility existing on the date of the Eviction, and
ii. any reduction in value of another insured Lease or Easement as computed in Section 3.b. below, if applicable;
b. a computation of loss or damage resulting from an Eviction affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Evicted;
c. the Insured Claimant shall have the right to have the Leasehold Estate, the Easement Interest, and any Electricity Facility affected by a defect insured against by this policy valued either as a whole or separately. In either event, this determination of value shall take into account any rent or use payments no longer required to be paid for the Remaining Term;
d. the provisions of this Section 3 shall not diminish the Insured's rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to Condition 8 or any other endorsement to the policy.

4. Valuation of Severable Improvements:
a. in the event of an Eviction, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to Condition 8 or any other provision of this or any other endorsement) the diminution in value of the Insured's interest in any Severable Improvement resulting from the Eviction, reduced by the salvage value of the Severable Improvement;
b. the policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees or expenses) relating to:
i. the attachment, perfection or priority of any security interest in any Severable Improvement;
ii. the vesting or ownership of title to or rights in any Severable Improvement;
iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or
iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:
If the Insured is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted, shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or Condition 8.a.ii.

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a. the reasonable cost of:
   i. disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, to the extent necessary to restore and make functional the integrated project;
   ii. transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and
   iii. restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction;

b. rent, easement payments or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate or the Easement Interest, as applicable, may be obligated to pay to any person having paramount title to that of the lessor in the Lease or the grantor in the Easement, as applicable;

c. the amount of rent, easement payments or damages that, by the terms of the Lease or the Easement, as applicable, the Insured must continue to pay to the lessor or grantor after Eviction with respect to the portion of the Leasehold Estate or Easement Interest, as applicable, from which the Insured has been Evicted;

d. the fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease, sublease or easement specifically permitted by the Lease or Easement, as applicable, and made by the Insured as lessor or grantor of all or part of the Leasehold Estate or Easement Interest, as applicable;

e. damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees or easement or sub-easement grantees on account of the breach of any lease or sublease or easement or sub-easement specifically permitted by the Lease or the Easement, as applicable, and made by the Insured as lessor or grantor of all or part of the Leasehold Estate or Easement Interest, as applicable;

f. the reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate or a replacement easement reasonably equivalent to the Easement Interest, as applicable;

g. if any Electricity Facility is not substantially completed at the time of Eviction, the actual cost incurred by the Insured up to the time of Eviction, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Evicted. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping, and cancellation fees related to the foregoing.

6. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees, or expenses) resulting from environmental damage or contamination.

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.

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[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 36 ENDORSEMENT — ENERGY PROJECT — LEASEHOLD/EASEMENT — OWNER'S POLICY

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.~~

~~2~~1. ~~—~~ For purposes of this endorsement only, the following terms mean:

a. "Constituent Parcel" ~~means~~ : one of the parcels of Land described in Schedule A that together constitute one integrated project~~.~~;

b. "Easement" ~~means~~ : each easement described in Schedule A~~.~~;

c. "Easement Interest" ~~means~~ : the right of use granted in the Easement for the Easement Term~~.~~;

d. "Easement Term" ~~means~~ : the duration of the Easement Interest, as set forth in the Easement, including any renewal or extended term if a valid option to renew or extend is contained in the Easement~~.~~;

~~e. "Electricity Facility" means an electricity generating facility which may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.~~

e. "Electricity Facility": an electricity generating facility which may include one or more of the following:

i. a substation;

ii. a transmission, distribution, or collector line;

iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;

iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;

v. a road; or

vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

f. "Evicted" or "Eviction":

~~f~~i. ~~"Evicted" or "Eviction" means (a)~~ the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or Easement; or ~~(b) the lawful prevention of the use of the Land or any Electricity Facility or~~

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~~Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable, in either case as a result of a matter covered by this policy.~~

ii. the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable;

in either case as a result of a matter covered by this policy;

g. "Lease" ~~means~~ : each lease described in Schedule A~~.~~;

h. "Leasehold Estate" ~~means~~: the right of possession granted in the Lease for the Lease Term.

i. "Lease Term" ~~means~~: the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.

j. "Plans" ~~means~~ : the survey, site and elevation plans or other depictions or drawings prepared by ~~(~~_____ ***[****Drafting Instruction:* *insert name of architect or engineer~~)~~* ***]*** dated ____, last revised _____ ~~,~~, designated as ~~(~~_____ ***[****Drafting Instruction:* *insert name of project or project number~~)~~****]*** consisting of ~~___sheets.~~___ sheets;

k. "Remaining Term" ~~means~~ : the portion of the Easement Term or the Lease Term remaining after the Insured has been Evicted~~.~~; and

l. "Severable Improvement" ~~means~~ : property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because ~~(a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.~~:

i. of its character and manner of attachment to the Land; and

ii. the property can be severed from the Land without causing material damage to the property or to the Land.

2. The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. Valuation of Title as an Integrated Project:

a. ~~If~~if in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction, then, as to that portion of the Land from which the ~~Insured~~Tenant is Evicted, that value shall consist of ~~(i) the value of (A) the Leasehold Estate or the Easement Interest for the Remaining Term, as applicable, (B) any Electricity Facility existing on the date of the Eviction, and, if applicable, (ii) any reduction in value of another insured Lease or Easement as computed in Section 3(b) below.~~:

i. the value of;

(a) the Leasehold Estate or the Easement Interest for the Remaining Term, as applicable, together with

(b) any Electricity Facility existing on the date of the Eviction, and

ii. any reduction in value of another insured Lease or Easement as computed in Section 3.b. below, if applicable;

b. ~~A~~a computation of loss or damage resulting from an Eviction affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Evicted~~.~~;

c. ~~The~~the Insured Claimant shall have the right to have the Leasehold Estate, the Easement Interest, and any Electricity Facility affected by a defect insured against by this policy valued either as a whole or separately. In either event, this determination of value shall take into account any rent or use payments no longer required to be paid for the Remaining Term~~.~~;

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d. ~~The~~the provisions of this Section 3 shall not diminish the Insured's rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to ~~Section~~Condition 8 ~~of the Conditions~~ or any other endorsement to the policy.

4. Valuation of Severable Improvements:

a. ~~In~~in the event of an Eviction, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to ~~Section~~Condition 8 ~~of the Conditions~~ or any other provision of this or any other endorsement) the diminution in value of the Insured's interest in any Severable Improvement resulting from the Eviction, reduced by the salvage value of the Severable Improvement~~.~~;

b. ~~The~~the policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees or expenses) relating to:

i. the attachment, perfection or priority of any security interest in any Severable Improvement;

ii. the vesting or ownership of title to or rights in any Severable Improvement;

iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or

iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:

If the Insured is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted, shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or ~~Section~~Condition 8~~(~~.a~~)(~~.ii~~)~~ of the Conditions~~.

a. the reasonable cost of:

i. ~~The reasonable cost of: (i)~~ disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, to the extent necessary to restore and make functional the integrated project; ~~(ii) transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and (iii) restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction.~~

ii. transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and

iii. restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction;

b. ~~Rent~~rent, easement payments or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate or the Easement Interest, as applicable, may be obligated to pay to any person having paramount title to that of the lessor in the Lease or the grantor in the Easement, as applicable~~.~~;

c. ~~The~~the amount of rent, easement payments or damages that, by the terms of the Lease or the Easement, as applicable, the Insured must continue to pay to the lessor or grantor after Eviction with respect to the portion of the Leasehold Estate or Easement Interest, as applicable, from which the Insured has been Evicted~~.~~;

d. ~~The~~the fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease, sublease or easement specifically permitted by the Lease or Easement, as applicable, and made by the Insured as lessor or grantor of all or part of the Leasehold Estate or Easement Interest, as applicable~~.~~;

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e. ~~Damages~~damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees or easement or ~~subeasement~~sub-easement grantees on account of the breach of any lease or sublease or easement or ~~subeasement~~sub-easement specifically permitted by the Lease or the Easement, as applicable, and made by the Insured as lessor or grantor of all or part of the Leasehold Estate or Easement Interest, as applicable~~.~~;

f. ~~The~~the reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate or a replacement easement reasonably equivalent to the Easement Interest, as applicable~~.~~;

g. ~~If~~if any Electricity Facility is not substantially completed at the time of Eviction, the actual cost incurred by the Insured up to the time of Eviction, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Evicted. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping, and cancellation fees related to the foregoing.

6. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees, or expenses) resulting from environmental damage or contamination.

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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For Public Comment | Not Final - Not Published
Submitted any comments by EOD 12/10/2026 to: forms@alta.org

ALTA 36.1 ENDORSEMENT — ENERGY PROJECT — LEASEHOLD/EASEMENT — LOAN POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Constituent Parcel": one of the parcels of Land described in Schedule A that together constitute one integrated project;

b. "Easement": each easement described in Schedule A;

c. "Easement Interest": the right of use granted in the Easement for the Easement Term;

d. "Easement Term": the duration of the Easement Interest, as set forth in the Easement, including any renewal or extended term if a valid option to renew or extend is contained in the Easement;

e. "Electricity Facility": an electricity generating facility which may include one or more of the following:

i. a substation;

ii. a transmission, distribution, or collector line;

iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;

iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;

v. a road; or

vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

f. "Evicted" or "Eviction":

i. the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or Easement; or

ii. the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable;

in either case as a result of a matter covered by this policy;

g. "Lease": each lease described in Schedule A;

h. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.

i. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.

j. "Plans": the survey, site and elevation plans or other depictions or drawings prepared by ***[****Drafting Instruction: insert name of architect or engineer****]*** dated ____, last revised _____, designated as ***[****Drafting Instruction: insert name of project or project number****]*** consisting of ___ sheets;

k. "Remaining Term": the portion of the Easement Term or the Lease Term remaining after the Insured has been Evicted;

l. "Severable Improvement": property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property

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because (i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land; and

m. "Tenant": the tenant under the Lease or a grantee under the Easement, as applicable, and, after acquisition of all or any part of the Title in accordance with the provisions of Condition 2 of the policy, the Insured Claimant.

2. The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. Valuation of Title as an Integrated Project:

a. if in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction, then, as to that portion of the Land from which the Tenant is Evicted, that value shall consist of:
   i. the value of;
      (a) the Leasehold Estate or the Easement Interest for the Remaining Term, as applicable, together with
      (b) any Electricity Facility existing on the date of the Eviction, and
   ii. any reduction in value of another insured Lease or Easement as computed in Section 3.b. below, if applicable;

b. a computation of loss or damage resulting from an Eviction affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Evicted;

c. the Insured Claimant shall have the right to have the Leasehold Estate, the Easement Interest, and any Electricity Facility affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account any rent or use payments no longer required to be paid for the Remaining Term;

d. the provisions of this Section 3 shall not diminish the Insured's rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to Condition 8 or any other endorsement to the policy.

4. Valuation of Severable Improvements:

a. in the event of an Eviction, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to Condition 8 or any other provision of this or any other endorsement) the diminution in value of the Insured's interest in any Severable Improvement resulting from the Eviction, reduced by the salvage value of the Severable Improvement;

b. the policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees or expenses) relating to:
   i. the attachment, perfection or priority of any security interest in any Severable Improvement;
   ii. the vesting or ownership of title to or rights in any Severable Improvement;
   iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or
   iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:
If the Insured acquires all or any part of the Title in accordance with the provisions of Condition 2 of the policy and thereafter is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage

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incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or Condition 8.a.iii.:

a. the reasonable cost of:
   i. disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, to the extent necessary to restore and make functional the integrated project;
   ii. transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and
   iii. restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction;
b. rent, easement payments or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate or the Easement Interest, as applicable, may be obligated to pay to any person having paramount title to that of the lessor in the Lease or the grantor in the Easement, as applicable;
c. the amount of rent, easement payments or damages that, by the terms of the Lease or the Easement, as applicable, the Insured must continue to pay to the lessor or grantor after Eviction with respect to the portion of the Leasehold Estate or Easement Interest, as applicable, from which the Insured has been Evicted;
d. the fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease, sublease or easement specifically permitted by the Lease or Easement, as applicable, and made by the Tenant as lessor or grantor of all or part of the Leasehold Estate or Easement Interest, as applicable;
e. damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees or easement or sub-easement grantees on account of the breach of any lease or sublease or easement or sub-easement specifically permitted by the Lease or the Easement, as applicable, and made by the Tenant as lessor or grantor of all or part of the Leasehold Estate or Easement Interest, as applicable;
f. the reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate or a replacement easement reasonably equivalent to the Easement Interest, as applicable;
g. if any Electricity Facility is not substantially completed at the time of Eviction, the actual cost incurred by the Insured up to the time of Eviction, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Evicted. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping, and cancellation fees related to the foregoing.

6. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees, or expenses) resulting from environmental damage or contamination.

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Submitted any comments by EOD 12/10/2026 to: forms@alta.org

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT

ALTA 36.1 ENDORSEMENT — ENERGY PROJECT — LEASEHOLD/EASEMENT — LOAN POLICY

This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

21. For purposes of this endorsement only, the following terms mean:

a. "Constituent Parcel" means : one of the parcels of Land described in Schedule A that together constitute one integrated project.;

b. "Easement" means : each easement described in Schedule A.;

c. "Easement Interest" means : the right of use granted in the Easement for the Easement Term.;

d. "Easement Term" means : the duration of the Easement Interest, as set forth in the Easement, including any renewal or extended term if a valid option to renew or extend is contained in the Easement.;

e. "Electricity Facility" means an electricity generating facility which may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.

e. "Electricity Facility": an electricity generating facility which may include one or more of the following:

i. a substation;

ii. a transmission, distribution, or collector line;

iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;

iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;

v. a road; or

vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

f. "Evicted" or "Eviction":

fi. "Evicted" or "Eviction" means (a) the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or Easement; or (b) the lawful prevention of the use of the Land or any Electricity Facility or

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Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable, in either case as a result of a matter covered by this policy.

ii. the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable; in either case as a result of a matter covered by this policy;

g. "Lease" means : each lease described in Schedule A.;

h. "Leasehold Estate" means: the right of possession granted in the Lease for the Lease Term.

i. "Lease Term" means: the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.

j. "Plans" means : the survey, site and elevation plans or other depictions or drawings prepared by (*[Drafting Instruction: insert name of architect or engineer*)] dated ____, last revised _____ , _____, designated as (*[Drafting Instruction: insert name of project or project number*)] consisting of ___sheets.___ sheets;

k. ___ "Remaining Term" means : the portion of the Easement Term or the Lease Term remaining after the Insured has been Evicted.;

l. "Severable Improvement" means : property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because (ai) of its character and manner of attachment to the Land and (bii) the property can be severed from the Land without causing material damage to the property or to the Land.; and

m. "Tenant" means : the tenant under the Lease or a grantee under the Easement, as applicable, and, after acquisition of all or any part of the Title in accordance with the provisions of SectionCondition 2 of the Conditions of the policy, the Insured Claimant.

2. The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. Valuation of Title as an Integrated Project:

a. Ifif in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction, then, as to that portion of the Land from which the Tenant is Evicted, that value shall consist of (i) the value of (A) the Leasehold Estate or the Easement Interest for the Remaining Term, as applicable, (B) any Electricity Facility existing on the date of the Eviction, and, if applicable, (ii) any reduction in value of another insured Lease or Easement as computed in Section 3(b) below.:

i. the value of;

(a) the Leasehold Estate or the Easement Interest for the Remaining Term, as applicable, together with

(b) any Electricity Facility existing on the date of the Eviction, and

ii. any reduction in value of another insured Lease or Easement as computed in Section 3.b. below, if applicable;

b. Aa computation of loss or damage resulting from an Eviction affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Evicted.;

c. Thethe Insured Claimant shall have the right to have the Leasehold Estate, the Easement Interest, and any Electricity Facility affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account any rent or use payments no longer required to be paid for the Remaining Term.;

d. Thethe provisions of this Section 3 shall not diminish the Insured's rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this

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endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to SectionCondition 8 of the Conditions or any other endorsement to the policy.

4. Valuation of Severable Improvements:

Ina. in the event of an Eviction, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to SectionCondition 8 of the Conditions or any other provision of this or any other endorsement) the diminution in value of the Insured's interest in any Severable Improvement resulting from the Eviction, reduced by the salvage value of the Severable Improvement.;

b. Thethe policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees or expenses) relating to:

i. the attachment, perfection or priority of any security interest in any Severable Improvement;

ii. the vesting or ownership of title to or rights in any Severable Improvement;

iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or

iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:

If the Insured acquires all or any part of the Title in accordance with the provisions of SectionCondition 2 of the Conditions of the policy and thereafter is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or SectionCondition 8(.a)(.iii) of the Conditions.:

a. the reasonable cost of:

ai. The reasonable cost of: (i) disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, to the extent necessary to restore and make functional the integrated project; (ii) transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and (iii) restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction.

ii. transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and

iii. restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction;

b. Rentrent, easement payments or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate or the Easement Interest, as applicable, may be obligated to pay to any person having paramount title to that of the lessor in the Lease or the grantor in the Easement, as applicable.;

c. Thethe amount of rent, easement payments or damages that, by the terms of the Lease or the Easement, as applicable, the Insured must continue to pay to the lessor or grantor after Eviction with respect to the portion of the Leasehold Estate or Easement Interest, as applicable, from which the Insured has been Evicted.;

d. Thethe fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease, sublease or easement specifically permitted by the Lease or Easement, as applicable,

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and made by the Tenant as lessor or grantor of all or part of the Leasehold Estate or Easement Interest, as applicable~~.~~;

e. ~~Damages~~damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees or easement or ~~subeasement~~sub-easement grantees on account of the breach of any lease or sublease or easement or ~~subeasement~~sub-easement specifically permitted by the Lease or the Easement, as applicable, and made by the Tenant as lessor or grantor of all or part of the Leasehold Estate or Easement Interest, as applicable~~.~~;

f. ~~The~~the reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate or a replacement easement reasonably equivalent to the Easement Interest, as applicable~~.~~;

g. ~~If~~if any Electricity Facility is not substantially completed at the time of Eviction, the actual cost incurred by the Insured up to the time of Eviction, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Evicted. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping, and cancellation fees related to the foregoing.

6. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees, or expenses) resulting from environmental damage or contamination.

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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For Public Comment | Not Final - Not Published
Submitted any comments by EOD 12/10/2026 to: forms@alta.org

ALTA 36.2 ENDORSEMENT — ENERGY PROJECT — LEASEHOLD — OWNER'S POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Constituent Parcel": one of the parcels of Land described in Schedule A that together constitute one integrated project;

b. "Electricity Facility": an electricity generating facility which may include one or more of the following:

i. a substation;
ii. a transmission, distribution, or collector line;
iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
v. a road; or
vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

c. "Evicted" or "Eviction":

i. the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or Easement; or
ii. the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable;

in either case as a result of a matter covered by this policy;

d. "Lease": each lease described in Schedule A;

e. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease;

f. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term;

g. "Plans": the survey, site and elevation plans or other depictions or drawings prepared by _____ ***[****Drafting Instruction:*_____ *insert name of architect or engineer****]***__dated ____, last revised _____, designated as _____ ***[****Drafting Instruction:*_____ *insert name of project or project number****]*_consisting of ___ sheets; and

h. "Remaining Term": the portion of the Lease Term remaining after the Insured has been Evicted.

i. "Severable Improvement": property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because:

i. of its character and manner of attachment to the Land; and
ii. the property can be severed from the Land without causing material damage to the property or to the Land.

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2. The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. Valuation of Title as an Integrated Project:

a. if in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction, then, as to that portion of the Land from which the Tenant is Evicted, that value shall consist of:
   i. the value of;
      (a) the Leasehold Estate or the Easement Interest for the Remaining Term, as applicable, together with
      (b) any Electricity Facility existing on the date of the Eviction, and
   ii. any reduction in value of another insured Lease or Easement as computed in Section 3.b. below, if applicable;

b. a computation of loss or damage resulting from an Eviction affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Evicted;

c. the Insured Claimant shall have the right to have the Leasehold Estate and any Electricity Facility affected by a defect insured against by this policy valued either as a whole or separately. In either event, this determination of value shall take into account any rent no longer required to be paid for the Remaining Term;

d. the provisions of this Section 3 shall not diminish the Insured's rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to Condition 8 or any other endorsement to the policy.

4. Valuation of Severable Improvements:

a. in the event of an Eviction, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to Condition 8 or any other provision of this or any other endorsement) the diminution in value of the Insured's interest in any Severable Improvement resulting from the Eviction, reduced by the salvage value of the Severable Improvement;

b. the policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees or expenses) relating to:
   i. the attachment, perfection or priority of any security interest in any Severable Improvement;
   ii. the vesting or ownership of title to or rights in any Severable Improvement;
   iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or
   iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:

If the Insured is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or Condition 8.a.ii.

a. the reasonable cost of:
   i. disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time

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of Eviction, to the extent necessary to restore and make functional the integrated project;

ii. transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and

iii. restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction;

b. rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease;

c. the amount of rent or damages that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate from which the Insured has been Evicted;

d. the fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease specifically permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate;

e. damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease specifically permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate;

f. the reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate;

g. if any Electricity Facility is not substantially completed at the time of Eviction, the actual cost incurred by the Insured up to the time of Eviction, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Evicted. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping, and cancellation fees related to the foregoing.

6. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees, or expenses) resulting from environmental damage or contamination.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT

ALTA 36.2 ENDORSEMENT — ENERGY PROJECT — LEASEHOLD — OWNER'S POLICY

This endorsement is issued as part of
Attached to Policy No. Number _____
Issued issued by
BLANK TITLE INSURANCE COMPANY

The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2**1.** For purposes of this endorsement only, the following terms mean:

a. "Constituent Parcel" means : one of the parcels of Land described in Schedule A that together constitute one integrated project.;

b. "Electricity Facility" means an electricity generating facility which may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.

b. "Electricity Facility": an electricity generating facility which may include one or more of the following:
   i. a substation;
   ii. a transmission, distribution, or collector line;
   iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
   iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
   v. a road; or
   vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

   on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

c. "Evicted" or "Eviction":
   ci. "Evicted" or "Eviction" means (a) the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or (b) the lawful prevention of the use of the Land Easement; or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease, in either case as a result of a matter covered by this policy.
   ii. the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable;

   in either case as a result of a matter covered by this policy;

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d. "Lease" ~~means~~ : each lease described in Schedule A~~.~~;

~~e. "Leasehold Estate" means the right of possession granted in the Lease for the Lease Term.~~

~~f~~e. "Lease Term" ~~means~~ : the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease~~.~~;

f. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term;

g. "Plans" ~~means~~ : the survey, site and elevation plans or other depictions or drawings prepared by ~~(~~ _____ *[Drafting Instruction: insert name of architect or engineer*~~)~~ *]* dated ____, last revised _____ ~~,~~, designated as ~~(~~ _____ *[Drafting Instruction: insert name of project or project number*~~)~~ *]* consisting of ~~___sheets.~~ ___ sheets; and

h. "Remaining Term" ~~means~~: the portion of the Lease Term remaining after the Insured has been Evicted.

i. "Severable Improvement" ~~means~~ : property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because ~~(a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.~~:

i. of its character and manner of attachment to the Land; and

ii. the property can be severed from the Land without causing material damage to the property or to the Land.

2. The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. Valuation of Title as an Integrated Project:

a. ~~I~~if in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction, then, as to that portion of the Land from which the ~~Insured~~Tenant is Evicted, that value shall consist of ~~(i) the value of (A) the Leasehold Estate for the Remaining Term, (B) any Electricity Facility existing on the date of the Eviction, and, if applicable, (ii) any reduction in value of another insured Lease as computed in Section 3(b) below.~~:

i. the value of;

(a) the Leasehold Estate or the Easement Interest for the Remaining Term, as applicable, together with

(b) any Electricity Facility existing on the date of the Eviction, and

ii. any reduction in value of another insured Lease or Easement as computed in Section 3.b. below, if applicable;

b. ~~A~~a computation of loss or damage resulting from an Eviction affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Evicted~~.~~;

c. ~~The~~the Insured Claimant shall have the right to have the Leasehold Estate and any Electricity Facility affected by a defect insured against by this policy valued either as a whole or separately. In either event, this determination of value shall take into account any rent no longer required to be paid for the Remaining Term~~.~~;

d. ~~The~~the provisions of this Section 3 shall not diminish the Insured's rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this

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endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to ~~Section~~Condition 8 ~~of the Conditions~~ or any other endorsement to the policy.

4. Valuation of Severable Improvements:

a. ~~In~~in the event of an Eviction, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to ~~Section~~Condition 8 ~~of the Conditions~~ or any other provision of this or any other endorsement) the diminution in value of the Insured's interest in any Severable Improvement resulting from the Eviction, reduced by the salvage value of the Severable Improvement~~.~~;

~~——~~b. ~~The~~the policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees or expenses) relating to:

i. the attachment, perfection or priority of any security interest in any Severable Improvement;

ii. the vesting or ownership of title to or rights in any Severable Improvement;

iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or

iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:

If the Insured is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or ~~Section~~Condition 8~~(~~.a~~)(~~.ii~~)~~ of the Conditions~~.

a. the reasonable cost of:

~~a~~i. ~~The reasonable cost of: (i)~~ disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, to the extent necessary to restore and make functional the integrated project; ~~(ii) transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and (iii) restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction.~~

ii. transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and

iii. restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction;

b. ~~Rent~~rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease~~.~~;

c. ~~The~~the amount of rent or damages that, by the terms of the Lease , the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate from which the Insured has been Evicted~~.~~;

d. ~~The~~the fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease specifically permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate~~.~~;

e. ~~Damages~~damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease specifically permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate~~.~~;

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f. ~~The~~the reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate~~.~~;

g. ~~If~~if any Electricity Facility is not substantially completed at the time of Eviction, the actual cost incurred by the Insured up to the time of Eviction, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Evicted. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping, and cancellation fees related to the foregoing.

6. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees, or expenses) resulting from environmental damage or contamination.

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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For Public Comment | Not Final - Not Published
Submitted any comments by EOD 12/10/2026 to: forms@alta.org

ALTA 36.3 ENDORSEMENT — ENERGY PROJECT — LEASEHOLD — LOAN POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Constituent Parcel": one of the parcels of Land described in Schedule A that together constitute one integrated project;

b. "Electricity Facility": an electricity generating facility which may include one or more of the following:

i. a substation;
ii. a transmission, distribution, or collector line;
iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
v. a road; or
vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

c. "Evicted" or "Eviction":

i. the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or Easement; or
ii. the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable;

in either case as a result of a matter covered by this policy;

d. "Lease": each lease described in Schedule A;

e. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease;

f. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term;

g. "Plans": the survey, site and elevation plans or other depictions or drawings prepared by _____ ***[****Drafting Instruction: insert name of architect or engineer****]*** dated ____, last revised _____, designated as _____ ***[****Drafting Instruction: insert name of project or project number****]*** consisting of ___ sheets;

h. "Remaining Term": the portion of the Lease Term remaining after the Insured has been Evicted.

i. "Severable Improvement": property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because:

i. of its character and manner of attachment to the Land; and
ii. the property can be severed from the Land without causing material damage to the property or to the Land; and

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j. "Tenant": the tenant under the Lease and, after acquisition of all or any part of the Title in accordance with the provisions of Condition 2 of the policy, the Insured Claimant.

2. The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. Valuation of Title as an Integrated Project:

a. if in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction, then, as to that portion of the Land from which the Tenant is Evicted, that value shall consist of:
   (i) the value of
      (a) the Leasehold Estate or the Easement Interest for the Remaining Term, as applicable, together with
      (b) any Electricity Facility existing on the date of the Eviction, and
   (ii) any reduction in value of another insured Lease or Easement as computed in Section 3.b. below, if applicable.

b. a computation of loss or damage resulting from an Eviction affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Evicted;

c. the Insured Claimant shall have the right to have the Leasehold Estate and any Electricity Facility affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account any rent no longer required to be paid for the Remaining Term;

d. the provisions of this Section 3 shall not diminish the Insured's rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to Condition 8 or any other endorsement to the policy.

4. Valuation of Severable Improvements:

a. in the event of an Eviction, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to Condition 8 or any other provision of this or any other endorsement) the diminution in value of the Insured's interest in any Severable Improvement resulting from the Eviction, reduced by the salvage value of the Severable Improvement;

b. the policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees or expenses) relating to:
   i. the attachment, perfection or priority of any security interest in any Severable Improvement;
   ii. the vesting or ownership of title to or rights in any Severable Improvement;
   iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or
   iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:
If the Insured acquires all or any part of the Title in accordance with the provisions of Condition 2 of the policy and thereafter is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or Condition 8.a.iii.:

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a. the reasonable cost of:
   i. disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, to the extent necessary to restore and make functional the integrated project;
   ii. transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and
   iii. restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction;

b. rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease;

c. the amount of rent or damages that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate from which the Insured has been Evicted;

d. the fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease specifically permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate;

e. damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease specifically permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate;

f. the reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate;

g. if any Electricity Facility is not substantially completed at the time of Eviction, the actual cost incurred by the Insured up to the time of Eviction, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Evicted. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping, and cancellation fees related to the foregoing.

6. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees, or expenses) resulting from environmental damage or contamination.

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.

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Submitted any comments by EOD 12/10/2026 to: forms@alta.org

[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 36.3 ENDORSEMENT — ENERGY PROJECT — LEASEHOLD — LOAN POLICY

~~ENDORSEMENT~~

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.~~

~~2~~1.~~—~~ For purposes of this endorsement only, the following terms mean:

a. "Constituent Parcel"~~ means~~ : one of the parcels of Land described in Schedule A that together constitute one integrated project~~.~~;

~~b. "Electricity Facility" means an electricity generating facility which may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.~~

b. "Electricity Facility": an electricity generating facility which may include one or more of the following:
   i. a substation;
   ii. a transmission, distribution, or collector line;
   iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
   iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
   v. a road; or
   vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

   on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

c. "Evicted" or "Eviction":
   ~~c~~i. ~~"Evicted" or "Eviction" means (a)~~ the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or ~~(b) the lawful prevention of the use of the Land~~ Easement; or ~~any Electricity Facility or Severable Improvement for the purposes permitted by the Lease, in either case as a result of a matter covered by this policy.~~
   ii. the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable;

   in either case as a result of a matter covered by this policy;

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d. "Lease" means : each lease described in Schedule A.;

e. "Leasehold Estate" means the right of possession granted in the Lease for the Lease Term.

fe. "Lease Term" means : the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.;

f. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term;

g. "Plans" means : the survey, site and elevation plans or other depictions or drawings prepared by (_____ *[Drafting Instruction: insert name of architect or engineer)*] dated ____, last revised _____ ,, designated as (_____ *[Drafting Instruction: insert name of project or project number)*] consisting of ___sheets.___ sheets;

h. "Remaining Term" means: the portion of the Lease Term remaining after the Insured has been Evicted.

i. "Severable Improvement" means : property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because (a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.:

i. of its character and manner of attachment to the Land; and

ii. the property can be severed from the Land without causing material damage to the property or to the Land; and

j. "Tenant" means : the tenant under the Lease and, after acquisition of all or any part of the Title in accordance with the provisions of SectionCondition 2 of the Conditions of the policy, the Insured Claimant.

2. The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. Valuation of Title as an Integrated Project:

a. Ifif in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction, then, as to that portion of the Land from which the Tenant is Evicted, that value shall consist of (i) the value of (A) the Leasehold Estate for the Remaining Term, (B) any Electricity Facility existing on the date of the Eviction, and, if applicable, (ii) any reduction in value of another insured Lease as computed in Section 3(b) below.:

(i) the value of

(a) the Leasehold Estate or the Easement Interest for the Remaining Term, as applicable, together with

(b) any Electricity Facility existing on the date of the Eviction, and

(ii) any reduction in value of another insured Lease or Easement as computed in Section 3.b. below, if applicable.

b. Aa computation of loss or damage resulting from an Eviction affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Evicted.;

c. Thethe Insured Claimant shall have the right to have the Leasehold Estate and any Electricity Facility affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account any rent no longer required to be paid for the Remaining Term.;

d. Thethe provisions of this Section 3 shall not diminish the Insured's rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this

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endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to ~~Section~~Condition 8 ~~of the Conditions~~ or any other endorsement to the policy.

4. Valuation of Severable Improvements:

a. ~~In~~in the event of an Eviction, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to ~~Section~~Condition 8 ~~of the Conditions~~ or any other provision of this or any other endorsement) the diminution in value of the Insured's interest in any Severable Improvement resulting from the Eviction, reduced by the salvage value of the Severable Improvement~~.~~;

b. ~~The~~the policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees or expenses) relating to:

i. the attachment, perfection or priority of any security interest in any Severable Improvement;

ii. the vesting or ownership of title to or rights in any Severable Improvement;

iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or

iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:

If the Insured acquires all or any part of the Title in accordance with the provisions of ~~Section~~Condition 2 of the ~~Conditions of the~~ policy and thereafter is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or ~~Section~~Condition 8~~(~~.a~~)(~~.iii~~)~~ of the Conditions~~.:

a. the reasonable cost of:

~~a~~i. ~~The reasonable cost of: (i)~~ disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, to the extent necessary to restore and make functional the integrated project; ~~(ii) transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and (iii) restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction.~~

ii. transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and

iii. restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction;

b. ~~Rent~~rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease~~.~~;

c. ~~The~~the amount of rent or damages that, by the terms of the Lease , the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate from which the Insured has been Evicted~~.~~;

d. ~~The~~the fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease specifically permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate~~.~~;

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e. Damagesdamages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease specifically permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate.;

f. Thethe reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.;

g. Ifif any Electricity Facility is not substantially completed at the time of Eviction, the actual cost incurred by the Insured up to the time of Eviction, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Evicted. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping, and cancellation fees related to the foregoing.

6. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees, or expenses) resulting from environmental damage or contamination.

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.

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[Witness clause optionalClause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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Submitted any comments by EOD 12/10/2026 to: forms@alta.org

ALTA 36.4 ENDORSEMENT — ENERGY PROJECT — COVENANTS, CONDITIONS, AND RESTRICTIONS — OWNER'S POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Covenant": a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy;

b. "Electricity Facility": an electricity generating facility which may include one or more of the following:

i. a substation;

ii. a transmission, distribution, or collector line;

iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;

iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;

v. a road; or

vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

c. "Plans": the survey, site and elevation plans or other depictions or drawings prepared by _____ ***[****Drafting Instruction: insert name of architect or engineer****]*** dated ____, last revised _____, designated as _____ ***[****Drafting Instruction: insert name of project or project number****]*** consisting of ___ sheets; and

d. "Severable Improvement": property affixed to the Land at Date of Policy or to be affixed to the Land in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because:

i. of its character and manner of attachment to the Land; and

ii. the property can be severed from the Land without causing material damage to the property or to the Land.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:

a. a violation of an enforceable Covenant by any Electricity Facility or Severable Improvement, unless an exception in Schedule B of the policy identifies the violation;

b. enforced removal of any Electricity Facility or Severable Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation. or

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4. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection, describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. any Covenant contained in an instrument creating a lease or easement;
b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
c. except as provided in Section 3.c., any Covenant pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT

ALTA 36.4 ENDORSEMENT — ENERGY PROJECT — COVENANTS, CONDITIONS, AND RESTRICTIONS — OWNER'S POLICY

This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

1. For purposes of this endorsement only, the following terms mean:

a. "Covenant" means : a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.;

b. "Electricity Facility" means an electricity generating facility that may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.

b. "Electricity Facility": an electricity generating facility which may include one or more of the following:
   i. a substation;
   ii. a transmission, distribution, or collector line;
   iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
   iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
   v. a road; or
   vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

   on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

c. "Plans" means : the survey, site and elevation plans or other depictions or drawings prepared by (_____ *[Drafting Instruction: insert name of architect or engineer*)] dated ____, last revised _____, designated as (_____ *[Drafting Instruction: insert name of project or project number*)] consisting of ___sheets.___ sheets; and

d. "Severable Improvement" means : property affixed to the Land at Date of Policy or to be affixed to the Land in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute

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real property because ~~(a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.~~:

i. of its character and manner of attachment to the Land; and

ii. the property can be severed from the Land without causing material damage to the property or to the Land.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:

a. ~~A~~a violation of an enforceable Covenant by any Electricity Facility or Severable Improvement, unless an exception in Schedule B of the policy identifies the violation;

b. ~~Enforced~~enforced removal of any Electricity Facility or Severable Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation~~;~~. or

4. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection, describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. any Covenant contained in an instrument creating a lease or easement;

b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or

c. except as provided in Section 3.c., any Covenant pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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For Public Comment | Not Final - Not Published
Submitted any comments by EOD 12/10/2026 to: forms@alta.org

ALTA 36.5 ENDORSEMENT — ENERGY PROJECT — COVENANTS, CONDITIONS, AND RESTRICTIONS — LOAN POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Covenant": a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy;

b. "Electricity Facility": an electricity generating facility which may include one or more of the following:

i. a substation;

ii. a transmission, distribution, or collector line;

iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;

iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;

v. a road; or

vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

c. "Plans": the survey, site and elevation plans or other depictions or drawings prepared by _____ ***[****Drafting Instruction: insert name of architect or engineer****]*** dated ____, last revised _____, designated as _____ ***[****Drafting Instruction: insert name of project or project number****]*** consisting of ___ sheets; and

d. "Severable Improvement": property affixed to the Land at Date of Policy or to be affixed to the Land in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because:

i. of its character and manner of attachment to the Land; and

ii. the property can be severed from the Land without causing material damage to the property or to the Land.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:

a. a violation of a Covenant that:

i. divests, subordinates, or extinguishes the lien of the Insured Mortgage;

ii. results in the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage; or

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iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;

b. a violation of an enforceable Covenant by any Electricity Facility or Severable Improvement, unless an exception in Schedule B of the policy identifies the violation;

c. enforced removal of any Electricity Facility or Severable Improvement, as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or

d. a notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection, describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. any Covenant contained in an instrument creating a lease or easement;

b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or

c. except as provided in Section 3.d., any Covenant pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT

ALTA 36.5 ENDORSEMENT — ENERGY PROJECT — COVENANTS, CONDITIONS, AND RESTRICTIONS — LOAN POLICY

This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

1. For purposes of this endorsement only, the following terms mean:

a. "Covenant" means : a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.;

"Electricity Facility" means an electricity generating facility that may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.

b. "Electricity Facility": an electricity generating facility which may include one or more of the following:
   i. a substation;
   ii. a transmission, distribution, or collector line;
   iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
   iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
   v. a road; or
   vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

   on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

b. "Plans" means : the survey, site and elevation plans or other depictions or drawings prepared by (_____ *[Drafting Instruction: insert name of architect or engineer)*] dated ____, last revised _____ –, designated as –(_____ *[Drafting Instruction: insert name of project or project number)*] consisting of ___sheets.___ sheets; and

c. "Severable Improvement" means : property affixed to the Land at Date of Policy or to be affixed to the Land in the locations according to the Plans, that would constitute an Electricity Facility

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but for its characterization as personal property, and that by law does not constitute real property because (a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.:

i. of its character and manner of attachment to the Land; and

ii. the property can be severed from the Land without causing material damage to the property or to the Land.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:

a. Aa violation of a Covenant that:

i. divests, subordinates, or extinguishes the lien of the Insured Mortgage;

ii. results in the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage; or

iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness.;

b. Aa violation of an enforceable Covenant by any Electricity Facility or Severable Improvement, unless an exception in Schedule B of the policy identifies the violation;

c. Enforcedenforced removal of any Electricity Facility or Severable Improvement, as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or

d. Aa notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection, describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. any Covenant contained in an instrument creating a lease or easement;

b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or

c. except as provided in Section 3.d., any Covenant pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

[Witness clause optionalClause**]**

BLANK TITLE INSURANCE COMPANY

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By: _____
[Authorized Signatory]

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For Public Comment | Not Final - Not Published
Submitted any comments by EOD 12/10/2026 to: forms@alta.org

ALTA 36.6 ENDORSEMENT — ENERGY PROJECT — ENCROACHMENTS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Electricity Facility": an electricity generating facility which may include one or more of the following:
   i. a substation;
   ii. a transmission, distribution, or collector line;
   iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
   iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
   v. a road; or
   vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

   on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

b. "Plans" means the survey, site and elevation plans, or other depictions or drawings prepared by ***[****Drafting Instruction: insert name of architect or engineer****]*** dated ____, last revised _____ , designated as ***[****Drafting Instruction: insert name of project or project number****]*** consisting of ___ sheets; and

c. "Severable Improvement" means property affixed to the Land at Date of Policy or to be affixed to the Land in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because:
   i. of its character and manner of attachment to the Land; and
   ii. the property can be severed from the Land without causing material damage to the property or to the Land.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:

a. an encroachment of any Electricity Facility or Severable Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;

b. an encroachment of an improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;

c. enforced removal of any Electricity Facility or Severable Improvement, as a result of an encroachment by the Electricity Facility or Severable Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of

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exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Electricity Facility or Severable Improvement; **[**or**]**

d. damage to any Electricity Facility or Severable Improvement that is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved **[**; or**]**

e. **[**the coverage of Sections 3.c. and 3.d. shall not apply to the encroachments listed in Exception(s) _____ of Schedule B**]**.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence; or

b. negligence by a person or an Entity exercising a right to use or maintain the easement(s) referred to in Section 3.d. above.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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Redline - Public Comment Version v Current | Not Final - Not Published

ALTA 36.6 ENDORSEMENT — ENERGY PROJECT — ENCROACHMENTS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

~~"Electricity Facility" means an electricity generating facility that may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.~~

a. "Electricity Facility": an electricity generating facility which may include one or more of the following:
   i. a substation;
   ii. a transmission, distribution, or collector line;
   iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
   iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
   v. a road; or
   vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

   on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

b. "Plans" means the survey, site and elevation plans, or other depictions or drawings prepared by ***[****Drafting Instruction: insert name of architect or engineer****]*** dated ____, last revised _____ , designated as ***[****Drafting Instruction: insert name of project or project number****]*** consisting of ___ sheets~~.~~; and

c. "Severable Improvement" means property affixed to the Land at Date of Policy or to be affixed to the Land in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because ~~(a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.~~
   i. of its character and manner of attachment to the Land; and
   ii. the property can be severed from the Land without causing material damage to the property or to the Land.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

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3. The Company insures against loss or damage sustained by the Insured by reason of:

a. ~~An~~an encroachment of any Electricity Facility or Severable Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;

b. ~~An~~an encroachment of an improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;

c. ~~Enforced~~enforced removal of any Electricity Facility or Severable Improvement, as a result of an encroachment by the Electricity Facility or Severable Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Electricity Facility or Severable Improvement; **[**or**]**

d. ~~Damage~~damage to any Electricity Facility or Severable Improvement that is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved **[**; or**]**

[e. ~~The~~the coverage of Sections 3.c. and 3.d. shall not apply to the encroachments listed in Exception(s) _____ of Schedule B**]**.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence; or

b. negligence by a person or an Entity exercising a right to use or maintain the easement(s) referred to in Section 3.d. above.

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.

[Witness ~~clause~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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For Public Comment | Not Final - Not Published
Submitted any comments by EOD 12/10/2026 to: forms@alta.org

ALTA 36.7 ENDORSEMENT — ENERGY PROJECT — FEE ESTATE — OWNER'S POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Constituent Parcel": one of the parcels of Land described in Schedule A that together with any other parcel or parcels of Land described in Schedule A constitute one integrated project;

b. "Electricity Facility": an electricity generating facility which may include one or more of the following:

i. a substation;
ii. a transmission, distribution, or collector line;
iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
v. a road; or
vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

c. "Evicted" or "Eviction":

i. the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or Easement; or
ii. the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable;

in either case as a result of a matter covered by this policy;

d. "Plans": the survey, site and elevation plans or other depictions or drawings prepared by _____ ***[****Drafting Instruction: insert name of architect or engineer****]*** dated _____, last revised _____, designated as _____ ***[****Drafting Instruction: insert name of project or project number****]*** consisting of _____ sheets; and

e. "Severable Improvement": property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because:

i. of its character and manner of attachment to the Land; and
ii. the property can be severed from the Land without causing material damage to the property or to the Land.

2. The insurance provided by this endorsement is:

a. only effective for the parcel or those parcels of the Land as to which the Title is fee simple; and

b. subject to the exclusions in Section 6 of this endorsement and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

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3. Valuation of Title as an integrated project:

a. if in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Ejection, then, as to that portion of the Land from which the Insured is Ejected, that value shall consist of:
   i. the value of the fee estate including any Electricity Facility existing on the date of the Ejection; and
   ii. if applicable, any reduction in value of another insured Constituent Parcel as computed in Section 3.b. below;

b. a computation of loss or damage resulting from an Ejection affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Ejected;

c. the Insured Claimant shall have the right to have the fee estate, any Constituent Parcel, and any Electricity Facility affected by a defect insured against by this policy valued either as a whole or separately;

d. the provisions of this Section 3 shall not diminish the Insured's rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to Condition 8 or any other endorsement to the policy.

4. Valuation of Severable Improvements:

a. in the event of an Ejection, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to Condition 8 or any other provision of this or any other endorsement) the diminution in value of the Insured's interest in any Severable Improvement resulting from the Ejection, reduced by the salvage value of the Severable Improvement;

b. the policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees, or expenses) relating to:
   i. the attachment, perfection, or priority of any security interest in any Severable Improvement;
   ii. the vesting or ownership of title to or rights in any Severable Improvement;
   iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or
   iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:

If the Insured is Ejected, the following items of loss, if applicable to that portion of the Land from which the Insured is Ejected, shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or Condition 8.a.ii..

a. the reasonable cost of:
   i. disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Ejection, to the extent necessary to restore and make functional the integrated project;
   ii. transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and
   iii. restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Ejection;

b. payments or damages for use and occupancy of the Land prior to the Ejection that the Insured may be obligated to pay to any person having paramount title to that of the Insured;

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c. the fair market value, at the time of the Ejection, of the estate or interest of the Insured in any lease or easement, as applicable, made by the Insured as lessor or grantor of all or part of the Title;

d. damages caused by the Ejection that the Insured is obligated to pay to lessees or easement grantees on account of the breach of any lease or easement, as applicable, made by the Insured as lessor or grantor of all or part of the Title;

e. the reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services, and environmental testing and reviews for a fee estate in a replacement parcel of land reasonably equivalent to the parcel that is the subject of the Ejection;

f. if any Electricity Facility is not substantially completed at the time of Ejection, the actual cost incurred by the Insured up to the time of Ejection, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Ejected. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, landscaping, and cancellation fees related to the foregoing.

6. This endorsement does not insure against loss, damage, or costs of remediation (and the Company will not pay costs, attorneys' fees, or expenses) resulting from environmental damage or contamination.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT
ALTA 36.7 ENDORSEMENT — ENERGY PROJECT — FEE ESTATE — OWNER'S POLICY

This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

The insurance provided by this endorsement is (a) only effective for the parcel or those parcels of the Land as to which the Title is fee simple and (b) subject to the exclusions in Section 6 of this endorsement and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

21. For purposes of this endorsement only, the following terms mean:

a. (a) "Constituent Parcel" means : one of the parcels of Land described in Schedule A that together with any other parcel or parcels of Land described in Schedule A constitute one integrated project.;

(b) "Electricity Facility" means an electricity generating facility which may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance, and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.

b. "Electricity Facility": an electricity generating facility which may include one or more of the following:
   i. a substation;
   ii. a transmission, distribution, or collector line;
   iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
   iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
   v. a road; or
   vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

   on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

c. "Evicted" or "Eviction":
   i. the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or Easement; or

   (c) "Ejected" or "Ejection" means (i) the lawful divestment, in whole or in part, of the Title to the Land or (ii) . the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement, as applicable, in either case as a result of a matter covered by this policy. for the purposes permitted by the Lease or the Easement, as applicable;

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in either case as a result of a matter covered by this policy;

d. ~~(d)~~ "Plans" ~~means~~ : the survey, site and elevation plans or other depictions or drawings prepared by ~~(~~_____ ***[****Drafting Instruction:* *insert name of architect or engineer~~)~~****]*** dated _____, last revised _____, designated as ~~(~~_____ ***[****Drafting Instruction:* *insert name of project or project number~~)~~****]*** consisting of _____ sheets~~.~~; and

e. ~~(e)~~ "Severable Improvement" ~~means~~ : property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because ~~(i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.~~:

i. of its character and manner of attachment to the Land; and

ii. the property can be severed from the Land without causing material damage to the property or to the Land.

2. The insurance provided by this endorsement is:

a. only effective for the parcel or those parcels of the Land as to which the Title is fee simple; and

b. subject to the exclusions in Section 6 of this endorsement and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. Valuation of Title as an integrated project:

a. ~~(a) If~~if in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Ejection, then, as to that portion of the Land from which the Insured is Ejected, that value shall consist of ~~(i) the value of the fee estate including any Electricity Facility existing on the date of the Ejection, and, if applicable, (ii) any reduction in value of another insured Constituent Parcel as computed in Section 3(b) below.~~:

i. the value of the fee estate including any Electricity Facility existing on the date of the Ejection; and

ii. if applicable, any reduction in value of another insured Constituent Parcel as computed in Section 3.b. below;

b. ~~(b) A~~a computation of loss or damage resulting from an Ejection affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Ejected~~.~~;

c. ~~(c) The~~the Insured Claimant shall have the right to have the fee estate, any Constituent Parcel, and any Electricity Facility affected by a defect insured against by this policy valued either as a whole or separately~~.~~;

d. ~~(d) The~~the provisions of this Section 3 shall not diminish the Insured's rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to ~~Section~~Condition 8 ~~of the Conditions~~ or any other endorsement to the policy.

4. Valuation of Severable Improvements:

a. ~~(a) In~~in the event of an Ejection, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to ~~Section~~Condition 8 ~~of the Conditions~~ or any other provision of this or any other endorsement) the diminution in value of the Insured's interest in any Severable Improvement resulting from the Ejection, reduced by the salvage value of the Severable Improvement~~.~~;

~~(b) The policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees, or expenses) relating to: (i) the attachment, perfection, or priority of any security interest in any Severable Improvement; (ii) the vesting or ownership of title to or rights in any Severable Improvement; (iii) any defect in or lien or encumbrance on the title~~

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to any Severable Improvement; or (iv) the determination of whether any specific property is real or personal in nature.

b. the policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees, or expenses) relating to:
   i. the attachment, perfection, or priority of any security interest in any Severable Improvement;
   ii. the vesting or ownership of title to or rights in any Severable Improvement;
   iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or
   iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:
If the Insured is Ejected, the following items of loss, if applicable to that portion of the Land from which the Insured is Ejected, shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or SectionCondition 8(.a)(.ii) of the Conditions..

a. the reasonable cost of:
   i. (a) The reasonable cost of: (i) disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Ejection, to the extent necessary to restore and make functional the integrated project; (ii) transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and (iii) restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Ejection.
   ii. transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and
   iii. restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Ejection;

b. (b) Paymentspayments or damages for use and occupancy of the Land prior to the Ejection that the Insured may be obligated to pay to any person having paramount title to that of the Insured.;

c. (c) Thethe fair market value, at the time of the Ejection, of the estate or interest of the Insured in any lease or easement, as applicable, made by the Insured as lessor or grantor of all or part of the Title.;

d. (d) Damagesdamages caused by the Ejection that the Insured is obligated to pay to lessees or easement grantees on account of the breach of any lease or easement, as applicable, made by the Insured as lessor or grantor of all or part of the Title.;

e. (e) Thethe reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services, and environmental testing and reviews for a fee estate in a replacement parcel of land reasonably equivalent to the parcel that is the subject of the Ejection.;

f. (f) Ifif any Electricity Facility is not substantially completed at the time of Ejection, the actual cost incurred by the Insured up to the time of Ejection, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Ejected. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, landscaping, and cancellation fees related to the foregoing.

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6. This endorsement does not insure against loss, damage, or costs of remediation (and the Company will not pay costs, attorneys' fees, or expenses) resulting from environmental damage or contamination.

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.

[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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For Public Comment | Not Final - Not Published
Submitted any comments by EOD 12/10/2026 to: forms@alta.org

ALTA 36.8 ENDORSEMENT — ENERGY PROJECT — FEE ESTATE — LOAN POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Constituent Parcel": one of the parcels of Land described in Schedule A that together with any other parcel or parcels of Land described in Schedule A constitute one integrated project;

b. "Electricity Facility": an electricity generating facility which may include one or more of the following:

i. a substation;
ii. a transmission, distribution, or collector line;
iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
v. a road; or
vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

c. "Evicted" or "Eviction":

i. the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or Easement; or
ii. the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable;

in either case as a result of a matter covered by this policy;

d. "Plans": the survey, site and elevation plans or other depictions or drawings prepared by _____ ***[****Drafting Instruction: insert name of architect or engineer****]*** dated _____, last revised _____, designated as _____ ***[****Drafting Instruction: insert name of project or project number****]*** consisting of ____ sheets;

e. "Severable Improvement": property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because:

i. of its character and manner of attachment to the Land; and
ii. the property can be severed from the Land without causing material damage to the property or to the Land; and

f. "Vestee": the party in which the Title is vested as stated in Schedule A and, after acquisition of all or any part of the Title in accordance with the provisions of Condition 2 of the policy, the Insured Claimant.

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2. The insurance provided by this endorsement is (a) only effective for the parcel or those parcels of the Land as to which the Title is fee simple and (b) subject to the exclusions in Section 6 of this endorsement and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. Valuation of Title as an integrated project:

a. if in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Ejection, then, as to that portion of the Land from which the Vestee is Ejected, that value shall consist of:

i. the value of the fee estate including any Electricity Facility existing on the date of the Ejection; and

ii. any reduction in value of another insured Constituent Parcel as computed in Section 3.b. below, if applicable;

b. a computation of loss or damage resulting from an Ejection affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Ejected;

c. the Insured Claimant shall have the right to have the fee estate, any Constituent Parcel, and any Electricity Facility affected by a defect insured against by this policy valued either as a whole or separately;

d. the provisions of this Section 3 shall not diminish the Insured's rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to Condition 8 or any other endorsement to the policy.

4. Valuation of Severable Improvements:

a. in the event of an Ejection, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to Condition 8 or any other provision of this or any other endorsement) the diminution in value of the Insured's interest in any Severable Improvement resulting from the Ejection, reduced by the salvage value of the Severable Improvement;

b. the policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees, or expenses) relating to:

i. the attachment, perfection, or priority of any security interest in any Severable Improvement;

ii. the vesting or ownership of title to or rights in any Severable Improvement;

iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or

iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:

If the Insured acquires all or any part of the Title in accordance with the provisions of Condition 2 of the policy and thereafter is Ejected, the following items of loss, if applicable to that portion of the Land from which the Insured is Ejected, shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or Condition 8.a.iii.:

a. the reasonable cost of:

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i. disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Ejection, to the extent necessary to restore and make functional the integrated project;

ii. transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and

iii. restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Ejection;

b. payments or damages for use and occupancy of the Land prior to the Ejection that the Insured may be obligated to pay to any person having paramount title to that of the Insured;

c. the fair market value, at the time of the Ejection, of the estate or interest of the Insured in any lease or easement, as applicable, made by the Vestee as lessor or grantor of all or part of the Title;

d. damages caused by the Ejection that the Insured is obligated to pay to lessees or easement grantees on account of the breach of any lease or easement, as applicable, made by the Vestee as lessor or grantor of all or part of the Title;

e. the reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services, and environmental testing and reviews for a fee estate in a replacement parcel of land reasonably equivalent to the parcel that is the subject of the Ejection;

f. if any Electricity Facility is not substantially completed at the time of Ejection, the actual cost incurred by the Insured up to the time of Ejection, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Ejected. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, landscaping, and cancellation fees related to the foregoing.

6. This endorsement does not insure against loss, damage, or costs of remediation (and the Company will not pay costs, attorneys' fees, or expenses) resulting from environmental damage or contamination.

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.

[Witness Clause**]**

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Submitted any comments by EOD 12/10/2026 to: forms@alta.org

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~
ALTA 36.8 ENDORSEMENT — ENERGY PROJECT — FEE ESTATE — LOAN POLICY

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~1. The insurance provided by this endorsement is (a) only effective for the parcel or those parcels of the Land as to which the Title is fee simple and (b) subject to the exclusions in Section 6 of this endorsement and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.~~

~~2~~**1.** For purposes of this endorsement only, the following terms mean:

a. ~~(a)~~ "Constituent Parcel" ~~means~~ : one of the parcels of Land described in Schedule A that together with any other parcel or parcels of Land described in Schedule A constitute one integrated project~~.~~;

~~(b) "Electricity Facility" means an electricity generating facility which may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance, and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.~~

b. "Electricity Facility": an electricity generating facility which may include one or more of the following:

i. a substation;
ii. a transmission, distribution, or collector line;
iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
v. a road; or
vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

c. "Evicted" or "Eviction":

i. the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or Easement; or

~~(c) "Ejected" or "Ejection" means (i) the lawful divestment, in whole or in part, of the Title to the Land or (ii)~~ . the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement~~, as applicable, in either case as a result of a matter~~

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~~covered by this policy.~~ for the purposes permitted by the Lease or the Easement, as applicable;

in either case as a result of a matter covered by this policy;

d. ~~(d)~~ _____"Plans" ~~means~~ : the survey, site and elevation plans or other depictions or drawings prepared by ~~(~~_____ *[Drafting Instruction: insert name of architect or engineer~~)~~]* dated _____, last revised _____, designated as ~~(~~_____ *[Drafting Instruction: insert name of project or project number~~)~~]* consisting of ____ sheets~~.~~;

e. ~~(e)~~ "_____"Severable Improvement" ~~means~~ : property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because ~~(i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.~~:

i. of its character and manner of attachment to the Land; and

ii. the property can be severed from the Land without causing material damage to the property or to the Land; and

f. ~~(f)~~ _____"Vestee" ~~means~~ : the party in which the Title is vested as stated in Schedule A and, after acquisition of all or any part of the Title in accordance with the provisions of ~~Section~~Condition 2 ~~of the Conditions~~ of the policy, the Insured Claimant.

2. The insurance provided by this endorsement is (a) only effective for the parcel or those parcels of the Land as to which the Title is fee simple and (b) subject to the exclusions in Section 6 of this endorsement and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. Valuation of Title as an integrated project:

a. ~~(a) If~~if in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Ejection, then, as to that portion of the Land from which the Vestee is Ejected, that value shall consist of ~~(i) the value of the fee estate including any Electricity Facility existing on the date of the Ejection, and, if applicable, (ii) any reduction in value of another insured Constituent Parcel as computed in Section 3(b) below.~~ :

i. the value of the fee estate including any Electricity Facility existing on the date of the Ejection; and

ii. any reduction in value of another insured Constituent Parcel as computed in Section 3.b. below, if applicable;

b. ~~(b) A~~a computation of loss or damage resulting from an Ejection affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Ejected~~.~~;

c. ~~(c) The~~the Insured Claimant shall have the right to have the fee estate, any Constituent Parcel, and any Electricity Facility affected by a defect insured against by this policy valued either as a whole or separately~~.~~;

d. ~~(d) The~~the provisions of this Section 3 shall not diminish the Insured's rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to ~~Section~~Condition 8 ~~of the Conditions~~ or any other endorsement to the policy.

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4. Valuation of Severable Improvements:

a. ~~In~~in the event of an Ejection, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to ~~Section~~Condition 8 ~~of the Conditions~~ or any other provision of this or any other endorsement) the diminution in value of the Insured's interest in any Severable Improvement resulting from the Ejection, reduced by the salvage value of the Severable Improvement~~.~~;

~~(b) The policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees, or expenses) relating to: (i) the attachment, perfection, or priority of any security interest in any Severable Improvement; (ii) the vesting or ownership of title to or rights in any Severable Improvement; (iii) any defect in or lien or encumbrance on the title to any Severable Improvement; or (iv) the determination of whether any specific property is real or personal in nature.~~

b. the policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees, or expenses) relating to:

i. the attachment, perfection, or priority of any security interest in any Severable Improvement;

ii. the vesting or ownership of title to or rights in any Severable Improvement;

iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or

iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:

If the Insured acquires all or any part of the Title in accordance with the provisions of ~~Section~~Condition 2 of the ~~Conditions of the~~ policy and thereafter is Ejected, the following items of loss, if applicable to that portion of the Land from which the Insured is Ejected, shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or ~~Section~~Condition 8~~(~~.a~~)(~~.iii~~) of the Conditions~~.~~:

a. the reasonable cost of:

~~(a) The reasonable cost of: (~~i~~)~~ . disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Ejection, to the extent necessary to restore and make functional the integrated project; ~~(ii) transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and (iii) restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Ejection.~~

ii. transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and

iii. restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Ejection;

b. ~~(b) Payments~~payments or damages for use and occupancy of the Land prior to the Ejection that the Insured may be obligated to pay to any person having paramount title to that of the Insured~~.~~;

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c. ~~(c) The~~the fair market value, at the time of the Ejection, of the estate or interest of the Insured in any lease or easement, as applicable, made by the Vestee as lessor or grantor of all or part of the Title~~.~~;

d. ~~(d) Damages~~damages caused by the Ejection that the Insured is obligated to pay to lessees or easement grantees on account of the breach of any lease or easement, as applicable, made by the Vestee as lessor or grantor of all or part of the Title~~.~~;

e. ~~(e) The~~the reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services, and environmental testing and reviews for a fee estate in a replacement parcel of land reasonably equivalent to the parcel that is the subject of the Ejection~~.~~;

f. ~~(f) If~~if any Electricity Facility is not substantially completed at the time of Ejection, the actual cost incurred by the Insured up to the time of Ejection, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Ejected. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, landscaping, and cancellation fees related to the foregoing.

6. This endorsement does not insure against loss, damage, or costs of remediation (and the Company will not pay costs, attorneys' fees, or expenses) resulting from environmental damage or contamination.

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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For Public Comment | Not Final - Not Published
Submitted any comments by EOD 12/10/2026 to: forms@alta.org

ALTA 36.9 ENDORSEMENT — ENERGY PROJECT — MINERALS AND OTHER SUBSURFACE SUBSTANCES — LAND UNDER DEVELOPMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Electricity Facility": an electricity generating facility which may include one or more of the following:
   i. a substation;
   ii. a transmission, distribution, or collector line;
   iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
   iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
   v. a road; or
   vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

   on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

b. "Plans": the survey, site and elevation plans or other depictions or drawings prepared by _____ ***[****Drafting Instruction: insert name of architect or engineer****]*** dated _____, last revised _____, designated as _____ ***[****Drafting Instruction: insert name of project or project number****]*** consisting of _____ sheets; and

c. "Severable Improvement": property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because:
   i. of its character and manner of attachment to the Land; and
   ii. the property can be severed from the Land without causing material damage to the property or to the Land.

2. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Electricity Facility or a Severable Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

3. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**
b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances**[**; or

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c. the exercise of the rights described in _____**]**. ***[****Drafting Instruction: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.****]***

4. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the 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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 36.9 ENDORSEMENT — ENERGY PROJECT — MINERALS AND OTHER SUBSURFACE SUBSTANCES — LAND UNDER DEVELOPMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

~~The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.~~

1. For purposes of this endorsement only, the following terms mean:

~~"Electricity Facility" means an electricity generating facility that may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.~~

a. "Electricity Facility": an electricity generating facility which may include one or more of the following:
   i. a substation;
   ii. a transmission, distribution, or collector line;
   iii. an interconnection, inverter, transformer, generator, turbine, array, solar panel, battery energy storage system, or module;
   iv. a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, or safety protection facility;
   v. a road; or
   vi. other building, structure, fixture, machinery, equipment, appliance, or item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale, or other use or conveyance of electricity;

   on the Land at Date of Policy, or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property;

b. "Plans" ~~means~~ : the survey, site and elevation plans or other depictions or drawings prepared by _____ ***[****Drafting Instruction: insert name of architect or engineer****]*** dated _____, last revised _____, designated as _____ ***[****Drafting Instruction: insert name of project or project number****]*** consisting of _____ sheets~~.~~; and

c. "Severable Improvement" ~~means~~ : property affixed to the Land at Date of Policy or to be affixed ~~to the Land~~ in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because ~~(a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.~~
   i. of its character and manner of attachment to the Land; and

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ii. the property can be severed from the Land without causing material damage to the property or to the Land.

~~3~~2. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Electricity Facility or a Severable Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

~~4~~3. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**
b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances**[**; or
c. the exercise of the rights described in _____**]**. ***[****Drafting Instruction: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.****]***

4. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the 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.

[Witness ~~clause~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 37 ENDORSEMENT — ASSIGNMENT OF RENTS OR LEASES

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. The Company insures against loss or damage sustained by the Insured by reason of:

a. any defect in the execution of the _____ ***[****Drafting Instruction: insert Title of Assignment of Rents or Leases Document****]*** referred to in paragraph ____ **[**of Part II**]** of Schedule B; or

b. any assignment of the 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 referred to in Schedule B.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT
ALTA 37 ENDORSEMENT — ASSIGNMENT OF RENTS OR LEASES

Attached to Policy No.

This endorsement is issued as part of
Policy Number _____
Issuedissued by

BLANK TITLE INSURANCE COMPANY

1. 1.The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. The Company insures against loss or damage sustained by the Insured by reason of:

a. any defect in the execution of the _____ *[*Insert*Drafting Instruction: insert Title of Assignment of Rents or Leases Document]* referred to in paragraph ____ [of Part II] of Schedule B; or

b. any assignment of the 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 referred to in Schedule B.

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.

[Witness clause optionalClause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 38 ENDORSEMENT — MORTGAGE TAX

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Mortgage Tax" means a recordation, registration or related tax or charge required to be paid when the Insured Mortgage is recorded in the Public Records.

2. The insurance provided by this endorsement is subject to the exclusions in Sections 4 and 5 of this endorsement, the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. Upon payment of any deficiency in the Mortgage Tax, including interest and penalties, by the Insured, the Company insures against loss or damage sustained by the Insured by reason of:
   a. the invalidity or unenforceability of the lien of the Insured Mortgage as security for the Indebtedness resulting from the failure to pay, at the time of recording, any portion of the Mortgage Tax; or
   b. the lack of priority of the lien of the Insured Mortgage as security for the Indebtedness resulting from the failure to pay, at the time of recording, any portion of the Mortgage Tax.

4. The Company does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the failure of the Insured to pay the Mortgage Tax deficiency, together with interest and penalties.

5. The Company is not liable for the payment of any portion of the Mortgage Tax, including interest or penalties.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 38 ENDORSEMENT — MORTGAGE TAX

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Mortgage Tax" means a recordation, registration or related tax or charge required to be paid when the Insured Mortgage is recorded in the Public Records.

2. The insurance provided by this endorsement is subject to the exclusions in Sections 4 and 5 of this endorsement, the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

~~For the purposes of this endorsement only, "Mortgage Tax" means a recordation, registration or related tax or charge required to be paid when the Insured Mortgage is recorded in the Public Records.~~

3. Upon payment of any deficiency in the Mortgage Tax, including interest and penalties, by the Insured, the Company insures against loss or damage sustained by the Insured by reason of:
   a. the invalidity or unenforceability of the lien of the Insured Mortgage as security for the Indebtedness resulting from the failure to pay, at the time of recording, any portion of the Mortgage Tax; or
   b. the lack of priority of the lien of the Insured Mortgage as security for the Indebtedness resulting from the failure to pay, at the time of recording, any portion of the Mortgage Tax.

4. The Company does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the failure of the Insured to pay the Mortgage Tax deficiency, together with interest and penalties.

5. The Company is not liable for the payment of any portion of the Mortgage Tax, including interest or penalties.

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 40 ENDORSEMENT — TAX CREDIT — OWNER'S POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
a. "Tax Credit Investor": _____; and
b. "Tax Credit": a tax credit in effect at Date of Policy pertaining to the Land that is available to the Tax Credit Investor under an applicable section of the Internal Revenue Code or other applicable law.

1. This endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage, not exceeding the Amount of Insurance, sustained by the Tax Credit Investor by a reduction in a Tax Credit that is caused solely by a defect, lien, encumbrance, or other matter insured against by the policy, subject to the limitations in Condition 8.a.. The Company has no liability to the Tax Credit Investor under this endorsement until:
a. its liability and the extent of a loss insured against by the policy have been definitely fixed in accordance with the Conditions; and
b. the Tax Credit Investor establishes the reduction in the amount of a Tax Credit.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) incurred in defending or establishing:
a. the eligibility of the Tax Credit Investor or the Land for a Tax Credit;
b. that the Tax Credit Investor or the Land is entitled to a Tax Credit; or
c. the existence, ownership, or amount of a Tax Credit.

5. The calculation of loss or damage under this endorsement shall be subject to Condition 11. In addition, the Company shall not be liable for duplicate recoveries of loss or damage to the Insured and Tax Credit Investor.

6. The Insured:
a. assigns to the Tax Credit Investor the right to receive any payment or portion of a payment for loss or damage otherwise payable to the Insured under Condition 12, but only to the extent of the reduction in the amount of a Tax Credit; and
b. acknowledges that any payment made by the Company to the Tax Credit Investor under this endorsement shall reduce the Amount of Insurance as provided in Condition 10.

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.

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AGREED AND CONSENTED TO:

By: _____
Insured

[By: _____
Tax Credit Investor**]**

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 40 ENDORSEMENT — TAX CREDIT — OWNER'S POLICY

ENDORSEMENT

This endorsement is issued as part of
Attached to Policy No.Number _____
Issuedissued by
BLANK TITLE INSURANCE COMPANY

1. This endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

21. For purposes of this endorsement only, the following terms mean:
a. "Tax Credit Investor" means _____.: _____; and
b. "Tax Credit" means: a tax credit in effect at Date of Policy pertaining to the Land that is available to the Tax Credit Investor under an applicable section of the Internal Revenue Code or other applicable law.

2. This endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage, not exceeding the Amount of Insurance, sustained by the Tax Credit Investor by a reduction in a Tax Credit that is caused solely by a defect, lien, encumbrance, or other matter insured against by the policy, subject to the limitations in SectionCondition 8(.a) of the Conditions.. The Company has no liability to the Tax Credit Investor under this endorsement until:
a. its liability and the extent of a loss insured against by the policy have been definitely fixed in accordance with the Conditions; and
b. the Tax Credit Investor establishes the reduction in the amount of a Tax Credit.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) incurred in defending or establishing:
a. the eligibility of the Tax Credit Investor or the Land for a Tax Credit;
b. that the Tax Credit Investor or the Land is entitled to a Tax Credit; or
c. the existence, ownership, or amount of a Tax Credit.

5. The calculation of loss or damage under this endorsement shall be subject to SectionCondition 11 of the Conditions. In addition, the Company shall not be liable for duplicate recoveries of loss or damage to the Insured and Tax Credit Investor.

6. The Insured:
a. assigns to the Tax Credit Investor the right to receive any payment or portion of a payment for loss or damage otherwise payable to the Insured under SectionCondition 12 of the Conditions, but only to the extent of the reduction in the amount of a Tax Credit; and
b. acknowledges that any payment made by the Company to the Tax Credit Investor under this endorsement shall reduce the Amount of Insurance as provided in SectionCondition 10 of the Conditions.

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This endorsement is issued as part of the policy. Except to the extent as it expressly statedstates, 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.

[Witness clause optional]

Agreed and Consented toAGREED AND CONSENTED TO:

By: _____
Insured

[By: _____
[Tax Credit Investor]

[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 40.1 ENDORSEMENT — TAX CREDIT — DEFINED AMOUNT — OWNER'S POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Tax Credit Investor": _____ ***[****Drafting Instruction: Identify the tax credit investor****];***

b. "Tax Credit": a tax credit in effect at Date of Policy pertaining to the Land that is available to the Tax Credit Investor under an applicable section of the Internal Revenue Code or other applicable law; and

c. "Additional Amount of Insurance": $_____ ***[****Drafting Instruction: Insert amount of additional insurance****].*** It is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage payable to the Tax Credit Investor under this endorsement.

2. This endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage, not exceeding the Additional Amount of Insurance, sustained by the Tax Credit Investor by a reduction in a Tax Credit that is caused solely by a defect, lien, encumbrance or other matter insured against by this policy. The Company has no liability to the Tax Credit Investor under this endorsement until:

a. its liability and the extent of a loss insured against by the policy have been definitely fixed in accordance with the Conditions; and

b. the Tax Credit Investor establishes the reduction in the amount of a Tax Credit.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) incurred in defending or establishing:

a. the eligibility of the Tax Credit Investor or the Land for a Tax Credit;

b. that the Tax Credit Investor or the Land is entitled to a Tax Credit; or

c. the existence, ownership, or amount of a Tax Credit.

This endorsement is issued as part of the policy. Except to the extent expressly stated, 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.

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[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 40.1 ENDORSEMENT — TAX CREDIT — DEFINED AMOUNT — OWNER'S POLICY

~~ENDORSEMENT~~
This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~This endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.~~

1. For purposes of this endorsement only, the following terms mean:
   a. "Tax Credit Investor" ~~means~~ _____.: _____
   [Drafting Instruction: Identify the tax credit investor];
   b. "Tax Credit" ~~means~~ : a tax credit in effect at Date of Policy pertaining to the Land that is available to the Tax Credit Investor under an applicable section of the Internal Revenue Code or other applicable law~~.~~; and
   c. "Additional Amount of Insurance" ~~means $_____~~: $_____ *[Drafting Instruction: Insert amount of additional insurance]*. It is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage payable to the Tax Credit Investor under this endorsement.

2. This endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage, not exceeding the Additional Amount of Insurance, sustained by the Tax Credit Investor by a reduction in a Tax Credit that is caused solely by a defect, lien, encumbrance or other matter insured against by this policy. The Company has no liability to the Tax Credit Investor under this endorsement until:
   a. its liability and the extent of a loss insured against by the policy have been definitely fixed in accordance with the Conditions; and
   b. the Tax Credit Investor establishes the reduction in the amount of a Tax Credit.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) incurred in defending or establishing:
   a. the eligibility of the Tax Credit Investor or the Land for a Tax Credit;
   b. that the Tax Credit Investor or the Land is entitled to a Tax Credit; or
   c. the existence, ownership, or amount of a Tax Credit.

This endorsement is issued as part of the policy. Except to the extent expressly stated, 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.

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[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 41 ENDORSEMENT — WATER — BUILDINGS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Improvement" means a building on the Land at Date of Policy.

2. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**
b. negligence by a person or an Entity exercising a right to extract or develop water**[**; or
c. the exercise of the rights described in ( )**]**. ***[****Drafting Instruction: Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.****]***

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~

ALTA 41 ENDORSEMENT — WATER — BUILDINGS

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
~~_____~~**BLANK TITLE INSURANCE COMPANY**

1. For purposes of this endorsement only, "Improvement" means a building on the Land at Date of Policy.

~~1~~**2.** The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

~~2. For purposes of this endorsement only, "Improvement" means a building on the Land at Date of Policy.~~

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**
b. negligence by a person or an Entity exercising a right to extract or develop water**[**; or
~~c. the exercise of the rights described in (_____)]. *~~

~~_____ * Instructional note~~c. the exercise of the rights described in (_____)**]**. ***[****Drafting Instruction:* ~~identify~~ *Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.**]***

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 41.1 ENDORSEMENT — WATER — IMPROVEMENTS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

2. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**
b. negligence by a person or an Entity exercising a right to extract or develop water**[**; or
c. the exercise of the rights described in ( )**]**. ***[****Drafting Instruction: Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.****]***

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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~~ENDORSEMENT~~
ALTA 41.1 ENDORSEMENT — WATER — IMPROVEMENTS

This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.~~

~~2~~**1.** For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

2. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**
b. negligence by a person or an Entity exercising a right to extract or develop water**[**; or
~~c. the exercise of the rights described in (_____)]. *~~
~~* Instructional note~~c. the exercise of the rights described in (_____)**]**. ***[****Drafting Instruction:* ~~identify~~ *Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.****]***

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 41.2 ENDORSEMENT — WATER — DESCRIBED IMPROVEMENTS

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Improvement" means each improvement on the Land at Date of Policy itemized below:

_____

[*Drafting Instruction: Itemize the existing improvements, or attach an itemized list an exhibit, to be included in coverage****]***

2. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**
b. negligence by a person or an Entity exercising a right to extract or develop water**[**; or
c. the exercise of the rights described in ( )**]**. ***[****Drafting Instruction: Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.****]***

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT

ALTA 41.2 ENDORSEMENT — WATER — DESCRIBED IMPROVEMENTS

This endorsement is issued as part of
Attached to Policy No. Number _____
Issued issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, "Improvement" means each improvement on the Land at Date of Policy itemized below:

_____

[Drafting Instruction: Itemize the existing improvements, or attach an itemized list an exhibit, to be included in coverage]

1**2.** The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only, "Improvement" means each improvement on the Land at Date of Policy itemized [on the exhibit attached to this endorsement.] [below:]

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**

b. negligence by a person or an Entity exercising a right to extract or develop water**[**; or

c. the exercise of the rights described in (_____)]. *

* Instructional note c. the exercise of the rights described in (_____)**]**. ***[****Drafting Instruction: identify Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.**]***

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.

[Witness clause optional Clause**]**

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By: _____
[Authorized Signatory]

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ALTA 41.3 ENDORSEMENT — WATER — LAND UNDER DEVELOPMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Future Improvement": a building, structure, and any paved road, walkway, parking area, driveway, or curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees;

b. "Improvement": a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees; and

c. "Plans": the survey, site and elevation plans or other depictions or drawings prepared by _____ ***[****Drafting Instruction: insert name of architect or engineer****]*** dated _____, last revised _____, designated as _____ ***[****Drafting Instruction: insert name of project or project number****]*** consisting of _____ sheets.

2. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Improvement or a Future Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**

b. negligence by a person or an Entity exercising a right to extract or develop water**[**; or

c. the exercise of the rights described in ( )**]**. ***[****Drafting Instruction: Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.****]***

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.

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[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT

ALTA 41.3 ENDORSEMENT — WATER — LAND UNDER DEVELOPMENT

This endorsement is issued as part of
Attached to Policy No. Number _____
Issued issued by
BLANK TITLE INSURANCE COMPANY

The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

1. For purposes of this endorsement only, the following terms mean:

a. "Future Improvement" means : a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, to be constructed on or affixed to the Land at Date of Policy in the locations according to the Plans and that by law constitutes will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.;

b. "Future Improvement" means : a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb to be constructed on or , affixed to the Land in the locations according to the Plans at Date of Policy and that by law will constitute constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.; and

c. "Plans" means : the survey, site and elevation plans or other depictions or drawings prepared by (_____ *[Drafting Instruction: insert name of architect or engineer)*] dated _____, last revised _____, designated as (_____ *[Drafting Instruction: insert name of project or project number)*] consisting of _____ sheets.

2. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Improvement or a Future Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; **[**or**]**

b. negligence by a person or an Entity exercising a right to extract or develop water**[**; or

c. the exercise of the rights described in ( )]. *

* Instructional note c. the exercise of the rights described in ( )]. *[Drafting Instruction: identify Identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.]*

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.

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ALTA American Land Title Association

[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 43 ENDORSEMENT — ANTI-TAINT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Loan Agreement": ***[****Drafting Instruction: Select one of the following as applicable****]*** **[**a document governing the terms of the loan or loans secured by the Insured Mortgage at Date of Policy**] [**the _____ Agreement dated _____, by and between the Insured and _____**]**;

b. "Revolving Credit Loan": the portion of the Indebtedness that is a revolving credit facility as more particularly defined in the Loan Agreement; and

c. "Term Loan": the portion of the Indebtedness that is a term loan facility as more particularly defined in the Loan Agreement.

2. The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured 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.

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 43 ENDORSEMENT — ANTI-TAINT

~~**ENDORSEMENT**~~
This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.~~

1. For ~~the~~ purposes of this endorsement only, the following terms mean:

a. "Loan Agreement" ~~means~~: ***[****Drafting Instruction: Select one of the following as applicable****]*** **[**a document governing the terms of the loan or loans secured by the Insured Mortgage at Date of Policy**] [**the _____ Agreement dated _____, by and between the Insured and _____**]**~~.~~;

b. "Revolving Credit Loan" ~~means~~ : the portion of the Indebtedness that is a revolving credit facility as more particularly defined in the Loan Agreement~~.~~; and

c. "Term Loan" ~~means~~: the portion of the Indebtedness that is a term loan facility as more particularly defined in the Loan Agreement.

2. The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured 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.

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 44 ENDORSEMENT — INSURED MORTGAGE RECORDING — LOAN POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. The Company insures 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 forth in Section 3 below.

3. Paragraph 4 of Schedule A is amended to read as follows:

The Insured Mortgage and its assignments, if any, are described as follows:

Insured Mortgage title: _____
Borrower/Mortgagor: _____
Lender/Mortgagee: _____
Dated: _____
Recording Date: _____
Recording/Instrument Number: _____
County and State: _____

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.

[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 44 ENDORSEMENT — INSURED MORTGAGE RECORDING — LOAN POLICY

~~ENDORSEMENT~~

This endorsement is issued as part of

~~Attached to~~ Policy ~~No.~~Number _____

~~Issued~~issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. The Company insures 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 forth in Section 3 below.

3. Paragraph 4 of Schedule A is amended to read as follows:

The Insured Mortgage and its assignments, if any, are described as follows:

~~Mortgage [Deed of Trust][Deed to Secure Debt]:~~

Insured Mortgage title: _____

~~Borrower/~~Mortgagor: _____

~~Lender/~~Mortgagee: _____

~~Dated:~~ _____

~~Recorded:~~

Recording Date: _____

~~Recording/~~Instrument Number: _____

County and State: _____

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.

[Witness ~~clause optional~~Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____

[Authorized Signatory]

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ALTA 45 ENDORSEMENT — PARI PASSU MORTGAGE — LOAN POLICY

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:
   a. "Intercreditor Agreement": each agreement described in Exceptions ____ of Schedule B of the policy among the Pari Passu Lenders;
   b. "Pari Passu Lender": each respective lender secured by a Pari Passu Mortgage that has a policy issued by the Company insuring its Insured Mortgage or Pari Passu Mortgage; and
   c. "Pari Passu Mortgage": the Insured Mortgage and each mortgage described in Exceptions ____ of Schedule B of the policy.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company 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 solely from the provisions of a Pari Passu Mortgage or Intercreditor Agreement establishing lien priority; or
   b. the lack of equal lien priority of the Insured Mortgage to the other Pari Passu Mortgages.

4. The Company does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. the failure of the Insured or any Pari Passu Lender to comply with the terms of the Pari Passu Mortgage or Intercreditor Agreement;
   b. the failure of the Insured and each other Pari Passu Lender to simultaneously foreclose the Insured Mortgage with each other Pari Passu Mortgage; or
   c. any provision in the Intercreditor Agreement that creates a preference among the Pari Passu Lenders for the sharing of the Indebtedness.

5. If the Insured, any other Pari Passu Lender, or others have conflicting claims to all or part of the loss payable under the policy, the Company may interplead the amount of the loss into court. The Insured and any other Pari Passu Lender shall be jointly and severally liable for the Company's reasonable cost for the interpleader and subsequent proceedings, including attorneys' fees. The Company shall be entitled to payment of the sums for which the Insured and any other Pari Passu Lender are liable under the preceding sentence from the funds deposited into court, and it may apply to the court for their payment.

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.

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[Witness Clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ALTA 45 ENDORSEMENT — PARI PASSU MORTGAGE — LOAN POLICY

~~ENDORSEMENT~~
This endorsement is issued as part of
~~Attached to~~ Policy ~~No.~~Number _____
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

~~The insurance provided by 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.~~

1. For ~~the purpose~~ purposes of this endorsement only, the following terms mean:

a. "Intercreditor Agreement" ~~means~~: each agreement described in Exceptions ____ of Schedule B of the policy among the Pari Passu Lenders;

b. "Pari Passu Lender" ~~means~~: each respective lender secured by a Pari Passu Mortgage that has a policy issued by the Company insuring its Insured Mortgage or Pari Passu Mortgage; and

c. "Pari Passu Mortgage" ~~means~~: the Insured Mortgage and each mortgage described in Exceptions ____ of Schedule B of the policy.

2. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company 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 solely from the provisions of a Pari Passu Mortgage or Intercreditor Agreement establishing lien priority; or

~~(~~b~~)~~. the lack of equal lien priority of the Insured Mortgage to the other Pari Passu Mortgages.

4. The Company does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. the failure of the Insured or any Pari Passu Lender to comply with the terms of the Pari Passu Mortgage or Intercreditor Agreement;

b. the failure of the Insured and each other Pari Passu Lender to simultaneously foreclose the Insured Mortgage with each other Pari Passu Mortgage; or

c. any provision in the Intercreditor Agreement that creates a preference among the Pari Passu Lenders for the sharing of the Indebtedness.

5. If the Insured, any other Pari Passu Lender, or others have conflicting claims to all or part of the loss payable under the policy, the Company may interplead the amount of the loss into court. The Insured and any other Pari Passu Lender shall be jointly and severally liable for the Company's reasonable cost for the interpleader and subsequent proceedings, including attorneys' fees. The Company shall be entitled to payment of the sums for which the Insured and any other Pari Passu Lender are liable under the preceding sentence from the funds deposited into court, and it may apply to the court for their payment.

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.

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[Witness clause optionalClause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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For Public Comment | Not Final - Not Published
Submitted any comments by EOD 12/10/2026 to: forms@alta.org

ALTA 46 ENDORSEMENT — OPTION

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean:

a. "Option": the document recorded in the Public Records on _____ ***[****Drafting Instruction: insert date of recording****]*** at: _____ ***[****Drafting Instruction: insert recording information****];***

b. "Option Parcel": the Land **[**or that portion of the Land**]** described in Schedule A **[**as: _____ ***[****Drafting Instruction: insert land description****]*** **]**; and

c. "Optionor": the person who executed the Option as the grantor.

2. The insurance provided by this endorsement is subject to the exclusions contained in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company 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 Optionor to have authorized the Option; or

iii. the Option not being properly signed, witnessed, sealed, acknowledged, notarized, or delivered by the Optionor;

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 if the document is not excepted in Schedule B.

4. This endorsement does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

a. the invalidity or unenforceability of the Option, but this exclusion does not limit the coverage provided in Section 3.a. above;

b. the failure of the Insured to fulfill the terms and conditions of the Option;

c. the unenforceability, avoidance, or rejection of the Option under the provisions of the Bankruptcy Code of the United States, state insolvency, state or federal receivership, creditors' rights laws, or voidable transfer under the Uniform Voidable Transactions Act; or

d. the failure of the recorded Option to impart constructive notice, but this exclusion does not limit the coverage provided in Section 3.a.iii. above.

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.

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[Witness Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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ENDORSEMENT
ALTA 46 ENDORSEMENT — OPTION

This endorsement is issued as part of
Attached to Policy No.Number _____
Issued Byissued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions contained in Section 4 of this endorsement, the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2**1.** For the purposes of this endorsement only, the following terms mean:

(a). "Option" means : the document recorded in the Public Records on *(Insert* _____ *[Drafting Instruction: insert date of recording)]* at: *(Insert* _____ *[Drafting Instruction: insert recording information).];*

(b). "Option Parcel" means : the Land **[**or that portion of the Land**]** described in Schedule A **[**as: *(Insert* _____ *[Drafting Instruction: insert land description)]* **]**.; and

(c). "Optionor" means: the person who executed the Option as the grantor.

2. The insurance provided by this endorsement is subject to the exclusions contained in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:

a. (a) Anyany defect in the execution of the Option resulting from:

(i). forgery, incompetency, incapacity, or impersonation of the Optionor;

(ii). failure of the Optionor to have authorized the Option; or

(iii). the Option not being properly signed, witnessed, sealed, acknowledged, notarized, or delivered by the Optionor.;

b. (b) Anyany 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 if the document is not excepted in Schedule B.

4. This endorsement does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

(a) The. the invalidity or unenforceability of the Option, but this exclusion does not limit the coverage provided in Section 3(.a). above;

(b) The. the failure of the Insured to fulfill the terms and conditions of the Option;

(c) The. the unenforceability, avoidance, or rejection of the Option under the provisions of the Bankruptcy Code of the United States, state insolvency, state or federal receivership, or creditors' rights laws, or voidable transfer under the Uniform Voidable Transactions Act; or

(d) The. the failure of the recorded Option to impart constructive notice, but this exclusion does not limit the coverage provided in Section 3(.a)(.iii). above.

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

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(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.

[Witness ~~clause optional~~Clause]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

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