

**Redline Comparison of 48 Endorsement: 2021 v. 02.00 (01-02-2025) against 2021 v. 01.00 (04-02-2022)****ALTA 48 ENDORSEMENT — TRIBAL WAIVERS LIMITED WAIVER AND CONSENTS CONSENT  
ENDORSEMENT**

This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
**BLANK TITLE INSURANCE COMPANY**

1. For purposes of this endorsement only, "Tribe" means \_\_\_\_\_.  
~~(DRAFTING INSTRUCTIONS)~~ *[Drafting Instruction: insert exact name of the tribe as published in the Federal Register]*
2. ~~Exclusively with regard to~~ For the sole purpose of allowing any action or proceeding ~~arising out of or related to~~ requesting interpretation of any of the terms and provisions of the policy, and not otherwise, the Tribe or determining the rights and obligations of the Company under the policy, the Insured:
  - a. ~~Waives any Expressly and irrevocably grants a limited waiver of sovereign immunity from suit (and any defense based thereon); and~~ to the Company;
  - b. ~~Waives Expressly and irrevocably waives~~ any defense due to failure to exhaust remedies in the courts of the Tribe; and
  - c. ~~Consents to jurisdiction in the federal courts of the United States of America and the courts of the state(s) where the Land is located [or: \_\_\_\_\_ (insert state) \_\_\_\_\_]; and~~
  - d. ~~Consents to and~~ venue in the federal courts of the United States of America and the courts of the state State(s) where the Land is located [or: \_\_\_\_\_ (insert state) \_\_\_\_\_].
3. ~~Exclusively with regard to~~ The waivers and consents set forth in Section 2 of this endorsement:
  - c. ~~Do not extend to any action or proceeding arising out of or related to for monetary damages against the Tribe;~~
  - d. ~~Do not extend to the benefit of any third party; and~~
  - e. ~~Shall be valid and binding only for so long as coverage under the policy, and not otherwise, continues pursuant to Condition 2.~~
4. ~~The if the Insured is an Entity in which~~ acknowledges the Tribe has an ownership interest, Company's right to pursue litigation on behalf of the Insured; for the purposes of establishing title, defending title, or pursuing subrogation rights pursuant to the Conditions of the policy.
  - e. ~~Waives any sovereign immunity from suit (and any defense based thereon) that the Insured may possess; and~~
  - d. ~~Waives any defense due to failure to exhaust remedies in the courts of the Tribe that the Insured may possess; and~~
  - e. ~~Consents to jurisdiction over the Insured in the federal courts of the United States of America and the courts of the state(s) where the Land is located [or: \_\_\_\_\_ (insert state) \_\_\_\_\_]; and~~
  - f. ~~Consents to venue for the Insured in the federal courts of the United States of America and the courts of the state(s) where the Land is located [or: \_\_\_\_\_ (insert state) \_\_\_\_\_].~~

The Company reserves, as to any successor Insured, all rights and defenses that it would have against, and any waivers and consents by, any predecessor Insured.

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

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endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

~~[Witness Clause]~~

AGREED AND CONSENTED TO:

\_\_\_\_\_  
*[Drafting Instruction: Insert name of Insured]*  
*name of Tribe, if ~~different from~~not the Insured.]*

By: \_\_\_\_\_  
Authorized Representative of the Insured

By: \_\_\_\_\_  
Authorized Representative of the Tribe

[Witness Clause]

