



# ALTA

## ENDORSEMENTS

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AN OVERVIEW OF OUR MOST COMMON  
COMMERCIAL ENDORSEMENTS



## INTRODUCTION

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The basic coverages provided by the standard American Land Association (“ALTA”) title insurance policies address many of the most common title insurance needs. Often, however, certain insureds or certain aspects of a specific real estate transaction raise special concerns. By requesting an endorsement to the title insurance policy, an insured owner or lender may be able to receive insurance against the risk of suffering loss or damage by reason of a particular matter that is beyond the coverage of the standard policy jacket.

This guide is intended to serve as an introduction for our customers to the most commonly requested title insurance endorsements. It contains a brief commentary introduction to each endorsement followed by the text of each such endorsement. Generally, endorsements will provide additional coverage for matters which would ordinarily be excluded by the Exclusions From Coverage, or excepted from coverage shown in Schedule B of the policy either by the regional general exceptions, if applicable, or by specific exceptions. A majority of the endorsements are not general in nature, but are specific as to items for which the insured desires coverage. Some are specifically designed for owner’s policies and others for loan policies. Some endorsements are not available in all circumstances.

As you review this guide, please keep in mind that – due to matters such as governmental regulatory standards and local practices – the Company’s ability to approve and issue any of the endorsements contained in the guide may vary from state to state and, in some cases, even by locality. In addition, particular transactions may present special risks that might require additional clearance or requirements than those that are contemplated herein. Also, remember that this guide – by attempting to describe various coverages using non-legal terminology whenever possible – should not be relied upon as a determinative explanation or interpretation of the coverages provided. Rather, the language of each endorsement must be considered to speak for itself. It’s also important to remember that, once approved, an endorsement becomes part of the title insurance policy and that, as a result, the coverage provided by an endorsement is always subject to the other terms and provisions contained in the policy. Finally, remember that this guide is only an introduction to the most common endorsements. Other endorsements are also available to meet additional needs and concerns. In fact, in most jurisdictions, endorsements may be specially crafted to address specific risks and situations.

We at Lawyers Title thank you for your interest and the opportunity to serve your real estate needs. If you have any questions about any of the material in this guide – or about any of our real estate services – please feel free to contact your National Commercial Services representative.

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**American Land Title Association® (ALTA®)**

1800 M Street, N.W., Suite 300S  
Washington, D.C. 20036-5828  
Phone: 202.296.3671  
Email: [service@alta.org](mailto:service@alta.org)  
Web: [www.alta.org](http://www.alta.org)

The endorsements presented herein are subject to underwriting and other requirements of Lawyers Title and may not be available in all states or for all transactions.

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Please contact your local Account Manager to learn more.



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# **ALTA ENDORSEMENTS**

## SAMPLES AND DESCRIPTIONS



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### **STREET ASSESSMENTS – FORM 1-06**

ALTA Endorsement — Form 1-06 is available only for loan policies. It is designed to insure the lender against loss or damage which the lender might sustain by reason of any undisclosed assessments for street improvements, either under construction or completed at the date of the policy, which have or could gain priority over the Insured Mortgage.

This endorsement may be issued only upon a review both of the specific property being insured and of any street adjoining the property. The analysis must consider various matters, such as whether any street improvements are under construction or have been recently completed which might later generate an assessment lien.

ALTA Endorsement — Form 1-06  
(Street Assessments – 6/17/2006)



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**ENDORSEMENT 1-06 – STREET ASSESSMENTS**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

The Company insures against loss or damage sustained by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the lien of any assessments for street improvements under construction or completed 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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**ZONING – FORM 3**

## ALTA Endorsement — Form 3

ALTA Endorsement — Form 3 is available for owner's and loan policies. The endorsement is appropriate for both vacant and improved land. It provides insurance as to the zoning classification in which the Land is located and the uses permitted in that zone. The endorsement also insures against loss if any of those uses are prohibited by a court order that invalidates the zoning ordinance. However, the endorsement provides that there shall be no liability based on the invalidity of zoning ordinance until after a final decree of a court of competent jurisdiction adjudicates the invalidity of the ordinance, the effect of which is to prohibit the specified use or uses. The endorsement does not insure against loss suffered because the Land cannot be sold or mortgaged due to any zoning problem. Lack of compliance with zoning conditions and restrictions and the failure to obtain needed consents and authorizations are also not within the scope of the endorsement's coverage.

Though the requirements for the issuance of this endorsement vary from jurisdiction to jurisdiction and may include an outside attorney's opinion, generally the Company will need to review a current and complete zoning map and zoning ordinance of the applicable municipality or township. A statement of the current and intended use of the Land may be requested from the owner or purchaser. Additional clearance materials and/or possible modifications to the endorsement may be necessary if the Land is being used for a non-conforming or special use, lies within a planned development, or was recently annexed by the applicable municipality.

ALTA Endorsement — Form 3  
(Zoning – 07/01/2021)



**ENDORSEMENT 3 – ZONING**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. For purposes of this endorsement, "Zoning Ordinance" means a zoning ordinance or zoning regulation of a political subdivision of the State that is in effect and applicable to the Land at the Date of Policy.
2. The Company insures against loss or damage sustained by the Insured in the event that, at the Date of Policy:
  - a. According to the Zoning Ordinance, the Land is not classified Zone \_\_\_\_\_;
  - b. The following use or uses are not allowed under that classification: \_\_\_\_\_.
3. There is no liability under this endorsement based on:
  - a. The lack of compliance with any condition, restriction, or requirement contained in the Zoning Ordinance, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. Section 3.a. does not modify or limit the coverage provided in Covered Risk 5.
  - b. The invalidity of the Zoning Ordinance until after a final decree of a State or federal court having jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses described in Section 2.b.
  - c. The refusal of any person to purchase, lease, or lend money on the Title covered by this 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]

[Date]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### ZONING – COMPLETED STRUCTURE – FORM 3.1

Unlike ALTA Endorsement — Form 3-06 (which is available for owner’s and loan policies that cover improved or unimproved property), ALTA Endorsement — Form 3.1 is only available for owner’s and loan policies that cover improved property.

This endorsement provides the same coverage as Form 3-06 and is subject to the same limitations. However, Form 3.1 also insures against losses arising from a court order which prohibits use of the Land for specified purposes permitted by the zoning or requires the removal or alteration of a structure located on the Land because certain physical characteristics (the “Bulk Requirements”) of either the Land or a structure located on the Land violate the ordinance. The Bulk Requirements are described in the endorsement and are, namely, (i) the area, width or depth of the Land as a building site for the structure, (ii) the floor space area of the structure, (iii) the setback of the structure from the property lines of the Land, (iv) the height of the structure, and (v) the number of parking spaces. A variation on the endorsement may be available which, in addition, provides coverage over the number of loading docks or spaces located on the Land.

In addition to the submission and review of the materials required by the particular office or jurisdiction for the issuance of Form 3, a current and satisfactory ALTA survey of the Land, certified to the Company, must be submitted. Additional clearance materials, and/or possible modifications to the endorsement, may be necessary if the Land is being used for a non-conforming or special use, lies within a planned development, was recently annexed by the applicable municipality, or if the structure is non-conforming.

ALTA Endorsement — Form 3.1  
(Zoning – Completed Structure – 07/01/2021)



**ENDORSEMENT 3.1 – ZONING – COMPLETED STRUCTURE**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. For purposes of this endorsement, "Zoning Ordinance" means a zoning ordinance or zoning regulation of a political subdivision of the State that is in effect and applicable to the Land at the Date of Policy.
2. The Company insures against loss or damage sustained by the Insured in the event that, at the Date of Policy:
  - a. According to the Zoning Ordinance, the Land is not classified Zone \_\_\_\_\_;
  - b. The following use or uses are not allowed under that classification: \_\_\_\_\_;
  - c. There is no liability under Section 2.b. if the use or uses are not allowed as the result of any lack of compliance with any condition, restriction, or requirement contained in the Zoning Ordinance, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. Section 2.c. does not modify or limit the coverage provided in Covered Risk 5.
3. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a State or federal court having jurisdiction either prohibiting the use of the Land, with any existing structure, as specified in Section 2.b. or requiring the removal or alteration of the structure because, at the Date of Policy, the Zoning Ordinance has been violated with respect to any of the following matters:
  - a. The area, width, or depth of the Land as a building site for the structure;
  - b. The floor space area of the structure;
  - c. A setback of the structure from the property lines of the Land;
  - d. The height of the structure; or
  - e. The number of parking spaces.
4. There is no liability under this endorsement based on:
  - a. The invalidity of the Zoning Ordinance until after a final decree of a State or federal court having jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses described in Section 2.b.
  - b. The refusal of any person to purchase, lease, or lend money on the Title covered by this 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]

[Date]

**LAWYERS TITLE**

By: \_\_\_\_\_

**Authorized Signatory**



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### ZONING – LAND UNDER DEVELOPMENT – FORM 3.2

ALTA Endorsement — Form 3.2 is available for both owner's and loan policies. This form extends the coverage available in the Form 3.1, which was only available for Land which contained existing improvements, to Land on which proposed buildings are to be constructed, if the proposed building is built according to site and elevation plans identified therein.

ALTA Endorsement — Form 3.2  
(Zoning – Land Under Development – 7/01/2021)

**ENDORSEMENT 3.2 – ZONING – LAND UNDER DEVELOPMENT**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. For purposes of this endorsement:
  - a. "Improvement": A building, structure, road, walkway, driveway, curb, subsurface utility, or water well existing at the Date of Policy or to be built or constructed according to the Plans that is or will be located on the Land, but excluding crops, landscaping, lawns, shrubbery, or trees.
  - b. "Plans": Those site and elevation plans made by [name of architect or engineer] dated \_\_\_\_, last revised \_\_\_\_\_, designated as [name of project] consisting of \_\_\_ sheets.
  - c. "Zoning Ordinance": A zoning ordinance or zoning regulation of a political subdivision of the State that is in effect and applicable to the Land at the Date of Policy.
2. The Company insures against loss or damage sustained by the Insured in the event that, at the Date of Policy:
  - a. According to the Zoning Ordinance, the Land is not classified Zone \_\_\_\_\_;
  - b. The following use or uses are not allowed under that classification: \_\_\_\_\_;
  - c. There is no liability under Section 2.b. if the use or uses are not allowed as the result of any lack of compliance with any condition, restriction, or requirement contained in the Zoning Ordinance, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. Section 2.c. does not modify or limit the coverage provided in Covered Risk 5.
3. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a State or federal court having jurisdiction either prohibiting the use of the Land, with any Improvement, as specified in Section 2.b. or requiring the removal or alteration of the Improvement because, at the Date of Policy, the Zoning Ordinance has been violated with respect to any of the following matters:
  - a. The area, width, or depth of the Land as a building site for the Improvement;
  - b. The floor space area of the Improvement;
  - c. A setback of the Improvement from the property lines of the Land;
  - d. The height of the Improvement; or
  - e. The number of parking spaces.
4. There is no liability under this endorsement based on:
  - a. The invalidity of the Zoning Ordinance until after a final decree of a State or federal court having jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses described in Section 2.b.
  - b. The refusal of any person to purchase, lease, or lend money on the Title covered by this policy.



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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]

[Date]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**





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### **ZONING – COMPLETED IMPROVEMENT – NON-CONFORMING USE – FORM 3.3**

The ALTA 3.3 is available for both owners and loan policies. This endorsement is designed for issuance on Land where there is known non-conforming use under the zoning classification for the Land and insures against loss or damage if a specified non-conforming use is not allowed because it violates a municipal or county zoning ordinance or zoning regulation. In addition, this endorsement insures against a final court order either prohibiting the present non-conforming use or requiring removal or alteration of the existing improvement because the non-conforming use violates a zoning ordinance or zoning regulation as to: (i) area, width or depth of the Land as a building site for the building, (ii) floor space area of the building, (iii) setback of the building, (iv) height of the building, or (v) number of parking spaces.

ALTA Endorsement — Form 3.3

(Zoning – Completed Improvement – Non-Conforming Use – Adopted 07/01/2021)

**ENDORSEMENT 3.3 – ZONING COMPLETED IMPROVEMENT – NON-CONFORMING USE**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. For purposes of this endorsement:
  - a. "Improvement": A building located on the Land at the Date of Policy.
  - b. "Non-Conforming Use": The use of the Land described in Section 2.a. existing at the Date of Policy and before the Zoning Ordinance was enacted, although the use is not authorized in the Zoning Ordinance.
  - c. "Zoning Ordinance": A zoning ordinance or zoning regulation of a political subdivision of the State that is in effect and applicable to the Land at the Date of Policy.
2. The Company insures against loss or damage sustained by the Insured resulting from:
  - a. The following Non-Conforming Use not being allowed by the governing political subdivision of the State because the Non-Conforming Use violates the Zoning Ordinance: [Drafting Instruction: Describe the existing Non-Conforming Use]
  - b. A final decree of a State or federal court having jurisdiction either prohibiting the Non-Conforming Use or requiring the removal or alteration of the Improvement because, at the Date of Policy, the Non Conforming Use violates the Zoning Ordinance with respect to any of the following matters:
    - i. The area, width, or depth of the Land as a building site for the Improvement;
    - ii. The floor space area of the Improvement;
    - iii. A setback of the Improvement from the property lines of the Land;
    - iv. The height of the Improvement; or
    - v. The number of parking spaces.
3. Section 2 does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from:
  - a. The lack of compliance with any condition, restriction, or requirement contained in the Zoning Ordinance regarding the continuation or maintenance of the Non-Conforming Use;
  - b. The failure to secure necessary consents or authorizations as a condition for continuing the Non Conforming Use;
  - c. The invalidity of the Zoning Ordinance, the effect of which is to prohibit the Non-Conforming Use;
  - d. Any change, cessation, abandonment, or replacement of the Non-Conforming Use or an Improvement;
  - e. A prohibition to restore an Improvement;
  - f. The violation of or the lack of compliance with any law, order, or regulation regarding the continuation or maintenance of the Non-Conforming Use or an Improvement;
  - g. Any law, order, or regulation requiring the amortization, expiration, or elimination by passage of time of the Non-Conforming Use; or
  - h. Any refusal to purchase, lease, or lend money on the Title.



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Endorsement 3.3 – Zoning Completed Improvement – Non-Conforming Use  
2021 v. 01.00 (07-01-2021)

This endorsement is issued as part of the policy. Except as this endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, (iv) insure against loss or damage exceeding the Amount of Insurance, or (v) increase the Amount of Insurance. To the extent a provision of the policy or any prior 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 any prior endorsement.

[Witness clause]

[Date]

### LAWYERS TITLE

By: \_\_\_\_\_  
Authorized Signatory



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### ZONING – NO ZONING CLASSIFICATION – FORM 3.4

The ALTA 3.4 is available for both owners and loan policies. This endorsement is designed for issuance on Land where there is no zoning classification and insures against loss or damage if a specified use is not allowed because it violates a municipal or county zoning ordinance or zoning regulation. In addition, this endorsement insures against a final court order either prohibiting the present use or requiring removal or alteration of the existing building or structure because the use violates a zoning ordinance or zoning regulation as to: (i) area, width or depth of the Land as a building site for the structure, (ii) floor space area of the structure, (iii) setback of the structure, (iv) height of the structure, or (v) number of parking spaces.

ALTA Endorsement — Form 3.4  
(Zoning – No Zoning Classification – Adopted 07/01/2021)

**ENDORSEMENT 3.4 – ZONING – NO ZONING CLASSIFICATION**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. For purposes of this endorsement:
  - a. "Improvement": A building or structure located on the Land at the Date of Policy.
  - b. "Zoning Ordinance": A zoning ordinance or zoning regulation of a county or municipality of the State that is in effect and applicable to the Land at the Date of Policy.
2. The Company insures against loss or damage sustained by the Insured resulting from:
  - a. *The following use not being allowed by the county or municipality of the State because the use violates the Zoning Ordinance:*  
*[Drafting Instruction: Describe the existing use]*
  - b. A final decree of a State or federal court having jurisdiction either prohibiting the use or requiring the removal or alteration of the Improvement because, at the Date of Policy, the use violates the Zoning Ordinance with respect to any of the following matters:
    - i. The area, width, or depth of the Land as a building site for the Improvement;
    - ii. The floor space area of the Improvement;
    - iii. A setback of the Improvement from the property lines of the Land;
    - iv. The height of the Improvement; or
    - v. The number of parking spaces.
3. Section 2 does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from:
  - a. Any other regulation or restriction of use or activity on the Land:
    - i. Imposed by a covenant, condition, restriction, or limitation on the Title; or
    - ii. Imposed by a state or federal law, statute, code, enactment, ordinance, permit, regulation, rule, order, or court decision;
  - b. Any refusal to purchase, lease, or lend money on the Title; or
  - c. Any zoning ordinance or zoning regulation adopted after the Date of Policy.



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Endorsement 3.4 – Zoning – No Zoning Classification  
[2021 v. 01.00 (07-01-2021)]

This endorsement is issued as part of the policy. Except as this endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, (iv) insure against loss or damage exceeding the Amount of Insurance, or (v) increase the Amount of Insurance. To the extent a provision of the policy or any prior 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 any prior endorsement.

[Witness clause]

[Date]

### LAWYERS TITLE

By: \_\_\_\_\_  
Authorized Signatory





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**CONDOMINIUM – ASSESSMENTS PRIORITY – FORM 4**

ALTA Endorsement — Form 4 is available only for loan policies. It provides insurance to a mortgage lender whose loan is secured by a condominium unit.

This endorsement details seven matters over which insurance is being provided including priority of the Insured Mortgage over future assessments. Some of the matters would be covered by the standard loan policy without any endorsement. Nevertheless, the endorsement states each such coverage affirmatively.

This endorsement may be issued only after the relevant aspects of the condominium project in which the unit is located have been reviewed. Of particular import is the necessity of obtaining satisfactory evidence that there are no unpaid liens for any condominium charges or assessments and that any right of first refusal which could have been exercised at date of policy has been duly waived.

If, after reviewing the relevant documentation it is determined that one or more of the coverages may not be provided, it may be possible in some jurisdictions to issue a modified version of this endorsement which deletes those unavailable coverages.

ALTA Endorsement — Form 4  
(Condominium – Assessments Priority – 07/01/21)

**ENDORSEMENT 4 – CONDOMINIUM – ASSESSMENTS PRIORITY**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

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

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the State in which the unit and its common elements are located.
2. The failure of the documents required by the State condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the Title to the unit and its common elements.
3. Present violations of any restrictive covenants that restrict the use of the unit and its common elements and that are contained in the condominium documents or the forfeiture or reversion of Title by reason of any provision contained in the restrictive covenants. As used in Section 3, the words “restrictive covenants” do not refer to or include any covenant, condition, or restriction:
  - a. relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or
  - b. pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at the Date of Policy and is not excepted in Schedule B.
4. The priority of any lien for charges and assessments provided for in the State condominium statutes and condominium documents at the Date of Policy over the lien of any Insured Mortgage identified in Schedule A.
5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
6. Any obligation to remove any improvements that exist at the Date of Policy because of any present encroachments or because of any future unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit.
7. The failure of the Title by reason of a right of first refusal to purchase the unit and its common elements that was exercised or could have been exercised at the Date of Policy.



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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]

[Date]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**



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**CONDOMINIUM – CURRENT ASSESSMENTS – FORM 4.1**

ALTA Endorsement — Form 4.1 is available for owner's and loan policies. It provides insurance to owners of condominium units and to their mortgage lenders.

This endorsement contains the same basic insurance coverages as detailed in Form 4. The only difference is the Form 4.1 does not insure the priority of the lien of the Insured Mortgage over future condominium assessments. Rather, it insures the lender against loss or damage by reason of the priority of any lien for condominium charges or assessments which exist at date of policy over the lien of the Insured Mortgage.

As is the case with the Form 4, this endorsement may be issued only after the relevant aspects of the condominium project in which the unit is located have been reviewed. Of particular import is the necessity of obtaining satisfactory evidence that there are no unpaid liens for any condominium charges or assessments and that any right of first refusal which could have been exercised at date of policy has been duly waived.

If, after reviewing the relevant documentation it is determined that one or more of the coverages may not be provided, it may be possible in some jurisdictions to issue a modified version of this endorsement which deletes those unavailable coverages.

ALTA Endorsement — Form 4.1  
(Condominium – Current Assessments – 07/01/2021)

**ENDORSEMENT 4.1- CONDOMINIUM – CURRENT ASSESSMENTS**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

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

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the State in which the unit and its common elements are located.
2. The failure of the documents required by the State condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the Title to the unit and its common elements.
3. Present violations of any restrictive covenants that restrict the use of the unit and its common elements and that are contained in the condominium documents or the forfeiture or reversion of Title by reason of any provision contained in the restrictive covenants. As used in Section 3, the words “restrictive covenants” do not refer to or include any covenant, condition, or restriction:
  - a. relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or
  - b. pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at the Date of Policy and is not excepted in Schedule B.
4. Any charges or assessments provided for in the State condominium statutes and condominium documents due and unpaid at the Date of Policy.
5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
6. Any obligation to remove any improvements that exist at the Date of Policy because of any present encroachments or because of any future unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit.
7. The failure of the Title by reason of a right of first refusal to purchase the unit and its common elements that was exercised or could have been exercised at the Date of Policy.



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Endorsement 4.1- Condominium – Current Assessments  
2021 v. 01.00 (07-01-2021)]

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]

[Date]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**





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**PLANNED UNIT DEVELOPMENT – ASSESSMENTS PRIORITY – FORM 5-06**

ALTA Endorsement — Form 5-06 is available only for loan policies. While designed for policies on individual residences located in planned unit developments, it may be considered in any situation in which a homeowners association or other type of master agreement has been recorded.

This endorsement details four matters over which insurance is being provided. Specifically, the endorsement:

- provides coverage against loss caused by a present violation of certain restrictions;
- insures against loss arising from lack of priority of the Insured Mortgage lien over the lien for homeowners' association assessments; including possible future assessments;
- covers losses due to the enforced removal of an existing structure because of an encroachment; and
- covers losses from the failure of title caused by the exercise of any right of first refusal.

Some of these matters would be covered by the standard loan policy without any endorsement. Nevertheless, the endorsement states each such coverage affirmatively.

This endorsement may be issued only after the relevant aspects of the development in which the property is located have been reviewed. Of particular import is the necessity of obtaining satisfactory evidence that there are no unpaid liens for any homeowners' charges or assessments and that any right of first refusal which could have been exercised at date of policy has been duly waived.

If, after reviewing the relevant documentation, it is determined that one or more of the coverages may not be provided, it may be possible in some jurisdictions to issue a modified version of this endorsement which deletes those unavailable coverages.

ALTA Endorsement — Form 5-06  
(Planned Unit Development – Assessments Priority – 2/3/10)



Endorsement 5-06 – Planned Unit Development – Assessments Priority  
 Adopted 06-17-2006 Revised 10-16-2008, 02-03-2010, Technical Correction 12-01-2016, 12-01-2017

**ENDORSEMENT 5-06 – PLANNED UNIT DEVELOPMENT – ASSESSMENTS PRIORITY**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

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

1. Present violations of any restrictive covenants referred to in Schedule B that restrict the use of the Land or the forfeiture or reversion of Title by reason of any provision contained in the restrictive covenants. As used in this paragraph 1, the words "restrictive covenants" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.
2. The priority of any lien for charges and assessments in favor of any association of owners that are provided for in any document at Date of Policy and referred to in Schedule B over the lien of any Insured Mortgage identified in Schedule A.
3. The enforced removal of any existing structure on the Land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
4. The failure of the Title by reason of a right of first refusal to purchase the Land that was exercised or could have been exercised 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]

**[DATE]**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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**PLANNED UNIT DEVELOPMENT – CURRENT ASSESSMENTS – FORM 5.1-06**

ALTA Endorsement — Form 5.1-06 is available for owner's and loan policies. While designed for policies on individual residences located in planned unit developments, it may be considered in any situation in which a homeowners association or other type of master agreement has been recorded.

This endorsement contains the same basic insurance coverages as detailed in Form 5-06. The only difference is the Form 5.1-06 does not insure the priority of the lien of the Insured Mortgage over future homeowner's assessments. Rather, it insures against loss or damage by reason of any homeowner's charges or assessments which are due and unpaid at Date of Policy.

As is the case with the Form 5-06, this endorsement may be issued only after the relevant aspects of the development in which the property is located have been reviewed. Of particular import is the necessity of obtaining satisfactory evidence that there are no unpaid liens for any homeowners' charges or assessments and that any right of first refusal which could have been exercised at Date of Policy has been duly waived.

If, after reviewing the relevant documentation it is determined that one or more of the coverages may not be provided, it may be possible in some jurisdictions to issue a modified version of this endorsement which deletes those unavailable coverages.

ALTA Endorsement — Form 5.1-06  
(Planned Unit Development – Current Assessments – 10/16/08)



Endorsement 5.1-06 – Planned Unit Development – Current Assessments  
 Adopted 06-17-2006, Revised 10-16-2008, Technical Correction 12-01-2016, 12-01-2017

**ENDORSEMENT 5.1-06 – PLANNED UNIT DEVELOPMENT – CURRENT ASSESSMENT**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**

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

1. Present violations of any restrictive covenants referred to in Schedule B that restrict the use of the Land or the forfeiture or reversion of Title by reason of any provision contained in the restrictive covenants. As used in this paragraph 1, the words “restrictive covenants” do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.
2. Any charges or assessments in favor of any association of owners, that are provided for in any document referred to in Schedule B, due and unpaid at Date of Policy.
3. The enforced removal of any existing structure on the Land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
4. The failure of the Title by reason of a right of first refusal to purchase the Land that was exercised or could have been exercised 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]

**[DATE]**

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **VARIABLE RATE MORTGAGE – FORM 6**

ALTA Endorsement — Form 6 is available only for loan policies. The endorsement insures the lender against loss or damage arising from the invalidity or unenforceability of the provisions in the Insured Mortgage which relate to periodic changes in the interest rate. In addition, the endorsement insures the lender against loss of the priority of the mortgage lien if the loss of priority is caused by a change in the interest rate made strictly according to the terms of the mortgage.

Before this endorsement will be approved, the mortgage to be insured will be reviewed to ascertain that, among other matters, the provisions relating to the timing and measure of each possible change in the interest rate are clearly specified in the Mortgage.

ALTA Endorsement — Form 6  
(Variable Rate Mortgage – 07/01/21)

**ENDORSEMENT 6 VARIABLE RATE MORTGAGE**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**

1. As used in this endorsement, "Changes in the Rate of Interest" mean those adjustments in the rate of interest calculated pursuant to the formula provided in the Insured Mortgage or the loan documents secured by the Insured Mortgage at the Date of Policy.
2. 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 from Changes in the Rate of Interest.
  - b. the loss of priority of the lien of the Insured Mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the Insured Mortgage or the loan documents secured by the Insured Mortgage, which loss of priority results from Changes in the Rate of Interest.
3. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, based upon usury law or Consumer Protection Law.

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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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**VARIABLE RATE MORTGAGE – NEGATIVE AMORTIZATION – FORM 6.2**

ALTA Endorsement — Form 6.2 is available only for loan policies. The endorsement insures the lender against loss or damage arising from the invalidity or unenforceability of the provisions in the Insured Mortgage which relate to periodic changes in the interest rate. The endorsement also insures the lender against loss of the priority of the mortgage lien if the loss of priority is caused by a change in the interest rate made strictly according to the terms of the Mortgage. In addition, ALTA Endorsement Form 6.2-06 provides insurance as to the validity and priority of the lien of the Insured Mortgage as security for additional principal created by the negative amortization of unpaid interest.

Before this endorsement will be approved, the mortgage to be insured will be reviewed to ascertain that, among other matters, the provisions relating to the timing and measure of each possible change in the interest rate are clearly specified in the Mortgage. In some jurisdictions, a “cap” on the principal amount of indebtedness that might become due under the Mortgage must be clearly stated.

It is important to note that the law in many states prohibits or greatly impairs the enforcement of negative amortization mortgages. As a result, the issuance of this endorsement may be approved only on a jurisdiction by jurisdiction basis.

ALTA Endorsement — Form 6.2  
(Variable Rate Mortgage – Negative Amortization – 07/01/2021)

**ENDORSEMENT 6.2 – VARIABLE RATE MORTGAGE – NEGATIVE AMORTIZATION**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. As used in this endorsement, “Changes in the Rate of Interest” mean those adjustments in the rate of interest calculated pursuant to the formula provided in the Insured Mortgage or the loan documents secured by the Insured Mortgage at the Date of Policy.
2. 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 from:
    - i. Changes in the Rate of Interest;
    - ii. interest on interest; or
    - iii. the addition of unpaid interest to the principal balance of the loan.
  - b. the loss of priority of the lien of the Insured Mortgage as security for the principal balance of the loan, together with interest as changed in accordance with the provisions of the Insured Mortgage or the loan documents secured by the Insured Mortgage, interest on interest, or any unpaid interest which was added to the principal balance in accordance with the provisions of the Insured Mortgage, which loss of priority results from:
    - i. Changes in the Rate of Interest;
    - ii. interest on interest; or
    - iii. the addition of unpaid interest to the principal balance of the loan.
3. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses, based upon usury law or Consumer Protection Law.

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]

[Date]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**





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### **MANUFACTURED HOUSING UNIT – FORM 7-06**

ALTA Endorsement — Form 7-06 is available for owner’s and loan policies. The endorsement clarifies the coverage being provided by specifying that the manufactured housing unit (for example, the mobile home or prefabricated housing unit) located on the Land is covered by the terms of the policy.

While the endorsement does not specifically amend any section of the policy, it does serve to clarify the definition of “Land” in paragraph 1(i) of the Conditions of the loan policy and 1(g) of the owner’s policy. Under this definition, the Policy insures title to, or a lien on, manufactured housing units only if they are considered fixtures on the Land. Issuance of this endorsement constitutes the Company’s recognition that the manufactured housing unit on the Land is covered by the policy.

ALTA Endorsement — Form 7-06  
(Manufactured Housing Unit – 6/17/06)



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**ENDORSEMENT 7-06 – MANUFACTURED HOUSING UNIT**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

**The term “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]

**LAWYERS TITLE**

**By: \_\_\_\_\_**  
**Authorized Signatory**



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**MANUFACTURED HOUSING – CONVERSION: LOAN – FORM 7.1**

ALTA Endorsement — Form 7.1 is available only for loan policies. The endorsement clarifies the coverage being provided by specifying that the manufactured housing unit (for example, the mobile home or prefabricated housing unit) located on the Land is covered by the terms of the policy.

While the endorsement does not specifically amend any section of the policy, it does serve to clarify the definition of “Land” in paragraph 1(i) of the Conditions of the ALTA Loan Policy. Under this definition, the policy insures the validity of the lien of the Mortgage on manufactured housing units only if they are considered fixtures on the Land. Issuance of this endorsement constitutes the Company’s recognition that the manufactured housing unit on the Land is covered by the policy.

Expanded coverage in paragraph 2 provides coverage as to items listed in sub paragraphs 2(a) through 2(f) both inclusive, provided any of these items have not been excepted in Schedule B.

This endorsement, which insures against loss if the manufactured housing unit is not considered real property under state law, will not be available in those states which do not have such statute or case law provisions.

ALTA Endorsement — Form 7.1  
(Manufactured Housing – Conversion: Loan – 01/07/2021)



**ENDORSEMENT 7.1 – MANUFACTURED HOUSING – CONVERSION – LOAN POLICY**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. The term "Land" includes the manufactured housing unit located on the land described in Schedule A at the Date of Policy.
2. Unless excepted in Schedule B, the Company insures against loss or damage sustained by the Insured if, at the Date of Policy:
  - a. A manufactured housing unit is not located on the land described in Schedule A.
  - b. The manufactured housing unit located on the land is not real property under the law of the State where the land described in Schedule A is located.
  - c. The owner of the land described in Schedule A is not the owner of the manufactured housing unit.
  - d. Any lien is attached to the manufactured housing unit as personal property, including:
    - i. a federal, State, or other governmental tax lien;
    - ii. UCC security interest;
    - iii. a motor vehicular lien; or
    - iv. other personal property lien.
    - v. The lien of the Insured Mortgage is not enforceable against the Title.
    - vi. The lien of the Insured Mortgage is not enforceable in a single foreclosure procedure.

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]

[Date]

**LAWYERS TITLE**

By: \_\_\_\_\_

**Authorized Signatory**



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**MANUFACTURED HOUSING – CONVERSION: OWNER’S – FORM 7.2**

ALTA Endorsement — Form 7.2 is available only for owner’s policies. The endorsement clarifies the coverage being provided by specifying that the manufactured housing unit (for example, the mobile home or prefabricated housing unit) located on the Land is covered by the terms of the policy.

While the endorsement does not specifically amend any section of the policy, it does serve to clarify the definition of “Land” in paragraph 1(g) of the Conditions of the ALTA Owner’s Policy. Under this definition, the policy insures title to manufactured housing units only if they are considered fixtures on the Land. Issuance of this endorsement constitutes the Company’s recognition that the manufactured housing unit on the Land is covered by the policy.

Expanded coverage in paragraph 2 provides coverage as to items listed in sub paragraphs 2(a) through 2(d) both inclusive, provided any of these items have not been excepted in Schedule B.

This expanded coverage, which insures against loss if the manufactured housing is not considered real property under state law, will not be available in those states which do not have such statute or case law provisions.

ALTA Endorsement — Form 7.2  
(Manufactured Housing – Conversion: Owner’s – 07/01/2021)



**ENDORSEMENT 7.2 – MANUFACTURED HOUSING – CONVERSION – OWNER’S POLICY**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. The term “Land” includes the manufactured housing unit located on the land described in Schedule A at the Date of Policy.
2. Unless excepted in Schedule B, the Company insures against loss or damage sustained by the Insured if, at the Date of Policy:
  - a. A manufactured housing unit is not located on the land described in Schedule A.
  - b. The manufactured housing unit located on the land is not real property under the law of the State where the land described in Schedule A is located.
  - c. The Insured is not the owner of the manufactured housing unit.
  - d. Any lien is attached to the manufactured housing unit as personal property, including:
    - i. a federal, State, or other governmental tax lien;
    - ii. UCC security interest;
    - iii. a motor vehicular lien; or
    - iv. other personal property lien.

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]

[Date]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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### **ENVIRONMENTAL PROTECTION LIEN – FORM 8.1**

ALTA Endorsement — Form 8.1 is available only for loan policies that cover residential property. The endorsement insures the priority of the Insured Mortgage over any environmental protection lien which has been duly and properly recorded in the county recorder's office, or filed with the clerk of the U. S. District Court for the district in which the Land is located, as of the Date of Policy and which is not shown in Schedule B.

In addition, this endorsement insures the priority of the Insured Mortgage over any environmental protection lien provided for by any state statute in effect as of the Date of Policy, except as otherwise noted in the endorsement.

ALTA Endorsement — Form 8.1  
(Environmental Protection Lien – 07/01/2021)



**ENDORSEMENT 8.1 – ENVIRONMENTAL PROTECTION LIEN**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. The insurance afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.
2. The Company insures against loss or damage sustained by the Insured by reason of lack of priority of the lien of the Insured Mortgage over:
  - a. any environmental protection lien that, at the Date of Policy, is recorded in those records established under State statutes at the Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge, or is filed in the records of the clerk of the United States district court for the district in which the Land is located, except as set forth in Schedule B; or
  - b. any environmental protection lien provided by any State statute in effect at the Date of Policy, except environmental protection liens provided by the following State statutes:

*[Drafting Instruction: List the relevant State statutes, if any; if none, specify "none".]*

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]

**[Date]**

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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### **COMMERCIAL ENVIRONMENTAL PROTECTION LIEN – FORM 8.2-06**

ALTA Endorsement — Form 8.2-06 is available for both owner's and loan policies. It is designed for commercial property only and it insures against existing recorded federal or state environmental protection liens on the Land.

ALTA Endorsement — Form 8.2-06  
(Commercial Environmental Protection Lien – 10/16/08)



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**ENDORSEMENT 8.2-06 – COMMERCIAL ENVIRONMENTAL PROTECTION LIEN**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

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]**

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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**RESTRICTIONS, ENCROACHMENTS, MINERALS – LOAN – FORM 9-06**

ALTA Endorsement — Form 9-06 is available for a loan policy only. The ALTA 9 retains most of the features of the 2006 version, except the old Section 1(b)(ii), that was litigated in Nationwide Life Ins. Co. v. FIDELITY NATIONAL Title Ins. Co., 2005 WL 2716492, (E.D. Pa. Oct. 19, 2005), is now moved from this endorsement to the ALTA 9.6-06 (See below).

The revised form added two definitions. The first defines “Covenant” as “a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.” The term is in the singular instead of the old “covenants, conditions, and restrictions” to avoid any interpretation that a failure to except to any one triggers liability for all. The ALTA 9 also defined “Improvement” as “an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.” This definition does not appear in the other revised ALTA 9 endorsements because the encroachments and minerals coverages were dropped from them.

Section 5 of Form 9-06 excepts Covenants in a lease, Covenants creating obligations to maintain, repair or remediate the Land, and Covenants “relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.” It also excepts “contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence” or “negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.”

ALTA Endorsement — Form 9-06  
(Restrictions, Encroachments, Minerals – Loan Policy – 4/2/12)

**ENDORSEMENT 9 -06 – RESTRICTIONS, ENCROACHMENTS, MINERALS – LOAN POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 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:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.
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 located on the Land 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. The Company insures against loss or damage sustained by reason of:
  - a. An encroachment of:
    - i. an Improvement located on the Land, at Date of Policy, onto adjoining land or onto that portion of the Land subject to an easement; or
    - ii. 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 otherwise insured against in Sections 4.a.i. or 4.a.ii.;
  - b. A final court order or judgment requiring the removal from any land adjoining the Land of an encroachment identified in Schedule B; or
  - c. Damage to an Improvement located on the Land, at Date of Policy:
    - i. 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
    - ii. resulting from the future exercise of a right 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.



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Endorsement 9-06 – Restrictions, Encroachments, Minerals – Loan Policy  
Revised 04-02-2012, Technical Correction 08-01-2016 12-01-2018

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;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
  - c. except as provided in Section 3.d, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;
  - d. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or
  - e. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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**COVENANTS, CONDITIONS AND RESTRICTIONS – UNIMPROVED LAND – OWNER’S – FORM 9.1-06**

ALTA Endorsement – Form 9.1-06 is available for an owner’s policy only. This endorsement introduces the most visible change from the previous ALTA 9 series. The encroachment and mineral coverages have been deleted, so the endorsement covers only covenant, condition and restriction issues. The encroachment coverages previously given here are now available in the ALTA 28 series and minerals coverage in the new ALTA 35 series. The covenant, condition and restriction coverages parallel the new style introduced in the ALTA 9 above, for those that apply to ownership of unimproved land.

Section 4 of the Form 9.1-06 excepts Covenants in a lease, Covenants creating obligations to maintain, repair or remediate the Land, and Covenants “relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.”

ALTA Endorsement — Form 9.1-06  
(Covenants, Conditions and Restrictions – Unimproved Land – Owner’s – 4/2/12)

**ENDORSEMENT 9.1-06 – COVENANTS, CONDITIONS AND RESTRICTIONS – UNIMPROVED LAND – OWNER’S POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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. 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 optional]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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### **COVENANTS, CONDITIONS AND RESTRICTIONS – IMPROVED LAND – OWNER’S – FORM 9.2-06**

ALTA Endorsement — Form 9.2-06 is available for an owner’s policy only. Like the Form 9.1-06, this endorsement is also limited to covenant, condition and restriction issues and has the corresponding changes made in the two preceding endorsements (ALTA 9-06 and 9.1-06) for coverages that apply to ownership of improved land. It differs from the Form 9.1-06 by adding the definition of Improvement back into Section 2 and expanding the coverage of Section 3.

ALTA Endorsement — Form 9.2-06  
(Covenants, Conditions and Restrictions – Improved Land – Owner’s – 4/2/12)

**ENDORSEMENT 9.2-06 – COVENANTS, CONDITIONS AND RESTRICTIONS – IMPROVED LAND – OWNER’S POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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,
  - a. “Covenant” means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - 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.
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.

[Witness clause optional]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **COVENANTS, CONDITIONS AND RESTRICTIONS – LOAN – FORM 9.3-06**

ALTA Endorsement — Form 9.3-06 is available for a loan policy only. This lender's endorsement is also limited to covenant, condition and restriction issues. This endorsement is the equivalent of an ALTA 9-06 endorsement without the encroachment and minerals coverage.

ALTA Endorsement — Form 9.3-06  
(Covenants, Conditions and Restrictions – Loan – 4/2/12)

**ENDORSEMENT 9.3-06 – COVENANTS, CONDITIONS AND RESTRICTIONS – LOAN POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - 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.
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.



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Endorsement 9.3-06 – Covenants, Conditions and Restrictions – Loan Policy  
Revised 04-02-12

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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]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**



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**PRIVATE RIGHTS – LOAN – FORM 9.6-06**

**ALTA Endorsement — Form 9.6-06** is available for a loan policy only and requires review of the covenant, condition and restriction documents. This endorsement gives coverage over loss as a result of the enforcement of certain Private Rights as they affect the priority or enforceability of the lien of the Insured Mortgage or the title of the lender after foreclosure.

**ALTA Endorsement — Form 9.6.1-06** is available for a loan policy only, and limits the coverage for priority to current assessments only.

Section 2 defines “Covenant” as all of these forms do, but adds a definition for “Private Right”, which “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.

ALTA Endorsement — Form 9.6-06  
(Private Rights – Loan – 4/2/13)

**ENDORSEMENT 9.6-06 – PRIVATE RIGHTS – LOAN POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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 purposes of this endorsement only:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy.
  - b. "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.
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.

[Witness clause optional]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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**ENDORSEMENT 9.6.1-06 – PRIVATE RIGHTS – CURRENT ASSESSMENTS – LOAN POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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 purposes of this endorsement only:
  - a. "Covenant" means a covenant, condition, limitation, or restriction in a document or instrument recorded in the Public Records at Date of Policy.
  - 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.
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.

[Witness clause optional]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**AUTHORIZED SIGNATORY**



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### **RESTRICTIONS, ENCROACHMENTS, MINERALS – LAND UNDER DEVELOPMENT – LOAN – FORM 9.7-06**

ALTA Endorsement — Form 9.7-06 is available for a loan policy only. This endorsement is the equivalent of an ALTA 9-06 except with a 'Land Under Development' provision included, so the policyholder will get the coverages applied to improvements under development. Sections 3(a) and (b) were amended to include references to "Future Improvements" as well as "Improvements".

ALTA Endorsement — Form 9.7-06  
(Restrictions, Encroachments, Minerals – Land Under Development – Loan – 4/2/12)

**ENDORSEMENT 9.7-06 – RESTRICTIONS, ENCROACHMENTS, MINERALS – LAND UNDER DEVELOPMENT – LOAN POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 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:
  - 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, lawn, shrubbery or trees to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property.
  - c. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.
  - d. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by (*insert name of architect or engineer*) dated \_\_\_\_, last revised \_\_\_\_\_, designated as (*insert name of project or project number*) consisting of \_\_\_\_ sheets.
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 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;
  - c. 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
  - 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. The Company insures against loss or damage sustained by reason of:
  - a. An encroachment of:
    - i. an Improvement located on the Land at Date of Policy or a Future Improvement, onto adjoining land or onto that portion of the Land subject to an easement; or
    - ii. 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 otherwise insured against in Sections 4.a.i. or 4.a.ii.;
  - b. Damage to an Improvement located on the Land at Date of Policy or a Future Improvement:
    - i. that 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
    - ii. resulting from the future exercise of a right 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.



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Endorsement 9.7-06 – Restrictions, Encroachments, Minerals – Land Under Development – Loan Policy  
Adopted 04-02-12, Technical Correction 08-01-16

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;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
  - c. except as provided in Section 3.d, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;
  - d. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or
  - e. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface 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]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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### COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT – OWNER’S FORM 9.8-06

ALTA Endorsement — Form 9.8-06 is available for an owner’s policy only. This endorsement is the equivalent of an ALTA 9.2-06 with a ‘Land Under Development’ provision included, so the policyholder will get the coverages applied to improvements under development. The definitions of “Improvement” and “Future Improvement” in Section 2 of this endorsement exclude “any crops, landscaping, lawn, shrubbery, or trees.”

ALTA Endorsement — Form 9.8-06  
(Restrictions, Encroachments, Minerals – Land Under Development – Owner’s – 4/2/12)

**ENDORSEMENT 9.8-06 – COVENANTS CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT – OWNER'S  
POLICY**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

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 purposes of this endorsement only:
  - 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.
  - d. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by (*insert name of architect or engineer*) dated \_\_\_\_\_, last revised \_\_\_\_\_, designated as (*insert name of project or project number*) consisting of \_\_\_\_\_ sheets.
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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Endorsement 9.8-06 – Covenants Conditions and Restrictions – Land Under Development – Owner's Policy  
Adopted 04-02-12

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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]

## LAWYERS TITLE

By: \_\_\_\_\_

**Authorized Signatory**



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### PRIVATE RIGHTS – OWNER’S POLICY – FORM 9.9-06

ALTA Endorsement Form 9.9-06 is available for an owner's policy and addresses the existence of Private Rights within instruments which provide for covenants, conditions or restrictions (CCRs) and are excepted on Schedule B. These Private Rights are defined as:

- Option to purchase
- Right of first refusal
- Right of prior approval of a future purchaser or occupant (often found in retail developments)

ALTA Endorsement — Form 9.9-06  
(Private Rights – Owner’s Policy – 4/2/13)

**ENDORSEMENT 9.9-06 – PRIVATE RIGHTS – OWNER'S POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy.
  - b. "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.
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 optional]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **RESTRICTIONS, ENCROACHMENTS, MINERALS – CURRENT VIOLATIONS – LOAN – FORM 9.10-06**

The endorsement is only available for a loan policy. The only difference between the 9-06 and the 9.10-06 is in Section 3(a) where coverage is insured as of Date of Policy. The form 9.10-06 is used when a future violation of a Covenant could result in forfeiture or reversion, but there is no current violation of any such Covenant.

ALTA Endorsement — Form 9.10-06  
(Restrictions, Encroachments, Minerals – Current Violations – Loan – 4/2/13)

**ENDORSEMENT 9.10-06 – RESTRICTIONS, ENCROACHMENTS, MINERALS – CURRENT VIOLATIONS – LOAN POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 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:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation at Date of Policy 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 located on the Land 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. The Company insures against loss or damage sustained by reason of:
  - a. An encroachment of:
    - i. an Improvement located on the Land, at Date of Policy, onto adjoining land or onto that portion of the Land subject to an easement; or
    - ii. 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 otherwise insured against in Sections 4.a.i. or 4.a.ii.;
  - b. A final court order or judgment requiring the removal from any land adjoining the Land of an encroachment identified in Schedule B; or
  - c. Damage to an Improvement located on the Land, at Date of Policy:
    - i. 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
    - ii. resulting from the future exercise of a right 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.



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Endorsement 9.10-06 – Restrictions, Encroachments, Minerals – Current Violations – Loan Policy  
Adopted 04-02-13, Technical Correction 08-01-16

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;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
  - c. except as provided in Section 3.d., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;
  - d. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or
  - e. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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**ASSIGNMENT – FORM 10**

ALTA Endorsement — Form 10 is available only for loan policies. It insures the effectiveness of a post-policy assignment of the Insured Mortgage. It does not, however, cover matters recorded after the effective date of the original policy, except to insure that no release or reconveyance has been placed of record. If such a release or reconveyance has been recorded, it will be identified in the endorsement.

The coverage provided by this endorsement is conditioned upon the proper endorsement and delivery of the underlying notes. Further, this endorsement does not extend the Date of Policy, that is, the endorsement does not bring forward any coverages of the policy or any endorsements that are a part of the policy.

ALTA Endorsement — Form 10  
(Assignment – 07/01/2021)



**ENDORSEMENT 10 – ASSIGNMENT**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. The name of the Insured at the Date of Endorsement and referred to in this endorsement as the "Assignee" is amended to read:  
\_\_\_\_\_.
2. The Company insures against loss or damage sustained by the Assignee by reason of:
  - a. The failure of the following assignment to vest title to the Insured Mortgage in the Assignee: \_\_\_\_\_;
  - b. Any modification, partial or full reconveyance, release, or discharge of the lien of the Insured Mortgage recorded on or prior to the Date of Endorsement in the Public Records other than those shown in the policy or a prior endorsement, except: \_\_\_\_\_.
3. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, by reason of any claim that arises out of the transaction creating the assignment by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law that is based on the assignment being a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer.
4. This endorsement shall be effective provided that, at the Date of Endorsement:
  - a. the note or notes secured by the lien of the Insured Mortgage have been properly endorsed and delivered to the Assignee; or
  - b. if the note or notes are transferable records, the Assignee has "control" of the single authoritative copy of each "transferable record" as these terms are defined by applicable electronic transactions 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.

Date of Endorsement:

[Witness clause]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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**ASSIGNMENT AND DATE DOWN – FORM 10.1**

ALTA Endorsement — Form 10.1 is available only for loan policies. Like the Form 10, this endorsement insures the effectiveness of a post-policy assignment of the Insured Mortgage and insures that no release or reconveyance has been placed of record (other than as may be noted in the endorsement).

Unlike the Form 10, however, the Form 10.1 provides coverage over certain matters occurring after the effective date of the policy and before the Date of Endorsement. These matters include: real estate taxes or assessments; priority over intervening defects, liens or encumbrances; and recorded federal tax liens and notices of bankruptcy proceedings. To the extent that any such matters have arisen after the Date of Policy and prior to the Date of Endorsement, they should be raised specifically in the endorsement.

The coverage provided by this endorsement is conditioned upon the proper endorsement and delivery of the underlying note. Further, as is the case with all other endorsements, this endorsement does not extend the Date of Policy for purposes other than as stated, that is, the endorsement does not bring forward coverages of the policy or any endorsements that are a part of the policy.

ALTA Endorsement — Form 10.1  
(Assignment and Date Down – 07/01/2021)

**ENDORSEMENT 10.1 – ASSIGNMENT AND DATE DOWN**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. The name of the Insured at the Date of Endorsement and referred to in this endorsement as the “Assignee” is amended to read: \_\_\_\_\_.
2. The Company insures against loss or damage sustained by the Assignee by reason of:
  - a. The failure of the following assignment to vest title to the Insured Mortgage in the Assignee: \_\_\_\_\_;
  - b. Any liens for taxes or assessments affecting the Title that are due and payable on the Date of Endorsement, except: \_\_\_\_\_;
  - c. Lack of priority of the lien of the Insured Mortgage over defects, liens, or encumbrances other than those shown in the policy or a prior endorsement, except: \_\_\_\_\_;
  - d. Notices of federal tax liens or notices of pending bankruptcy proceedings affecting the Title and recorded subsequent to the Date of Policy in the Public Records and on or prior to the Date of Endorsement, except: \_\_\_\_\_;
  - e. Any modification, partial or full reconveyance, release or discharge of the lien of the Insured Mortgage recorded on or prior to Date of Endorsement in the Public Records other than those shown in the policy or a prior endorsement, except: \_\_\_\_\_.
3. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, by reason of any claim that arises out of the transaction creating the assignment by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on the assignment being a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer.
4. This endorsement shall be effective provided that, at Date of Endorsement:
  - a. the note or notes secured by the lien of the Insured Mortgage have been properly endorsed and delivered to the Assignee; or
  - b. if the note or notes are transferable records, the Assignee has “control” of the single authoritative copy of each “transferable record” as these terms are defined by applicable electronic transaction laws.



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Endorsement 10.1 – Assignment and Date Down  
[2021 v. 01.00 (07-01-2021)]

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.

Date of Endorsement:

[Witness clause]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**



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**MORTGAGE MODIFICATION – FORM 11**

ALTA Endorsement — Form 11 is available only for loan policies. It insures against loss sustained by reason of the invalidity or unenforceability of the Insured Mortgage as a result of a post-policy modification of the Insured Mortgage. It also insures the priority of the Insured Mortgage over defects, liens or encumbrances occurring after the effective date of the policy and before the Date of Endorsement. To the extent that any such matters have arisen after the Date of Policy and prior to the Date of Endorsement, they should be raised specifically in the endorsement.

As is the case with all other endorsements, this endorsement does not extend the Date of Policy for purposes other than as stated, that is, the endorsement does not bring forward coverages of the policy or any other endorsements that are a part of the policy.

ALTA Endorsement — Form 11  
(Mortgage Modification – 07/01/2021)



**ENDORSEMENT 11 – MORTGAGE MODIFICATION**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. 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 upon the Title at the Date of Endorsement as a result of the agreement dated \_\_\_\_\_, recorded \_\_\_\_\_ (“Modification”); and
  - b. The lack of priority of the lien of the Insured Mortgage, at the Date of Endorsement, over defects in or liens or encumbrances on the Title, except for those shown in the policy or any prior endorsement and except: [Drafting Instruction: Specify exceptions, if any]
2. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses, by reason of any claim that arises out of the transaction creating the Modification by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights law that is based on the Modification being a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer to the extent the Modification is not a transfer made as a contemporaneous exchange for new value or for any other reason unless the preferential transfer results solely from the failure:
    - i. i. to timely record the Modification in the Public Records after execution and delivery of the Modification to the Insured; or
    - ii. ii. of the recording of the Modification in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

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.

Date of Endorsement:

[Witness clause]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**





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### **MORTGAGE MODIFICATION WITH SUBORDINATION – FORM 11.1**

ALTA Endorsement — Form 11.1 is available for loan policies only. It provides the same coverage as the ALTA 11 except this endorsement includes a paragraph that lists subordinate matters that a lender would expect to find in Schedule B, Part II of a loan policy.

ALTA Endorsement — Form 11.1-06  
(Mortgage Modification with Subordination – 07/01/2021)



**ENDORSEMENT 11.1 – MORTGAGE MODIFICATION WITH SUBORDINATION**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. 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 upon the Title at the Date of Endorsement as a result of the agreement dated \_\_\_\_\_, recorded \_\_\_\_\_ (“Modification”); and
  - b. The lack of priority of the lien of the Insured Mortgage, at the Date of Endorsement, over defects in or liens or encumbrances on the Title, except for those shown in the policy or any prior endorsement and except: [Drafting Instruction: Specify exceptions, if any]
  - c. The following matters not being subordinate to the lien of the Insured Mortgage: [Drafting Instruction: Specify subordinate matters, if any]
  
2. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses, by reason of any claim that arises out of the transaction creating the Modification by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights law that is based on the Modification being a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer to the extent the Modification is not a transfer made as a contemporaneous exchange for new value or for any other reason, unless the preferential transfer results solely from the failure:
    - i. to timely record the Modification in the Public Records after execution and delivery of the Modification to the Insured; or
    - ii. of the recording of the Modification in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

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.

**Date of Endorsement:**

**[Witness clause]**

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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**MORTGAGE MODIFICATION WITH ADDITIONAL AMOUNTS OF INSURANCE – FORM 11.2**

ALTA Endorsement — Form 11.2 is available for loan policies only. It is designed for issuance when an Insured modifies an Insured Mortgage to increase the indebtedness and requests additional insurance under the existing policy. As in the Form 11 and the Form 11.1, this endorsement insures against loss or damage by reason of the invalidity or unenforceability of the lien of the Insured Mortgage as a result of the Modification. It also insures against loss or damage as to lack of priority of the lien of the Insured Mortgage over specific defects. Paragraph 5 refers to mortgage or recording taxes.

ALTA Endorsement — Form 11.2  
(Mortgage Modification with Additional Amounts of Insurance – 07/01/2021)

**ENDORSEMENT 11.2 – MORTGAGE MODIFICATION WITH ADDITIONAL AMOUNT OF INSURANCE**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. For purposes of this endorsement only:
  - a. "Modification": The agreement between \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ [and recorded \_\_\_\_\_ as document number \_\_\_\_\_].
  - b. "Date of Endorsement": \_\_\_\_\_.
2. The Amount of Insurance is increased to \$\_\_\_\_\_.
3. Subject to the exclusions in Section[s] 4[ and 5] of this endorsement, the Exclusions from Coverage, the Exceptions contained in Schedule B, and the Conditions contained in the policy, and any exclusion or exception in any prior endorsement, the Company insures as of the Date of Endorsement against loss or damage sustained by the Insured by reason of any of the following:
  - a. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title as a result of the Modification;
  - b. The lack of priority of the lien of the Insured Mortgage over defects in or liens or encumbrances on the Title, except: [Drafting Instruction: Specify additional exceptions, if any];
  - c. The failure of the following matters to be subordinate to the lien of the Insured Mortgage: [Drafting Instruction: Specify matters to be insured as subordinate, if any].
4. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, by reason of any claim that arises out of the transaction creating the Modification by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law that is based on the Modification being a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer to the extent the Modification is not a transfer made as a contemporaneous exchange for new value or for any other reason unless the preferential transfer results solely from the failure:
    - i. to timely record the Modification in the Public Records after execution and delivery of the Modification to the Insured; or
    - ii. of the recording of the Modification in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
5. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage because all applicable mortgage recording or similar intangible taxes were not paid at time of recording of the Modification].



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Endorsement 11.2 – Mortgage Modification with Additional Amount of Insurance  
[2021 v. 01.00 (07-01-2021)]

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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]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**



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## AGGREGATION – FORM 12

ALTA Endorsement — Form 12 is available only for loan policies. It has also been called the Tie-In Endorsement.

Frequently, mortgages that affect parcels in different counties or parishes are recorded for the full amount of the mortgage. Instead of combining all of the parcels into one loan policy, the aggregation endorsement allows the title insurer to issue several policies for lesser amounts and then tie the policies together so that the Insured can take advantage of any increases in the value of a particular parcel should there be a loss.

This endorsement changes the provisions of Condition 8 (a)(i) of the 2006 Loan Policy so that the amount of insurance available to cover a loss is the aggregate of the amount of insurance available under the policy to which this endorsement is attached plus the amounts of insurance available under the policies identified in this endorsement.

The following conditions apply to the aggregation endorsement:

- It may be approved only when the same form of loan policy is being issued;
- The loan amount must be secured by mortgages on two or more parcels;
- Each Insured Mortgage must state that it secures the entire indebtedness;
- Each policy will be issued with the amount of insurance shown on Schedule A of the policy being equal to the amount that the Insured allocates to the property described in Schedule A (rather than the total aggregate amount shown on the endorsement).

Policies of other companies (including sister companies of the title insurer) cannot be tied in with policies issued by one particular company.

ALTA Endorsement — Form 12  
(Aggregation – 07/01/2021)

**ENDORSEMENT 12 – AGGREGATION – LOAN POLICY**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. The following policies are issued in conjunction with one another:
  
  
  
  
  
  
  
  
  
  
2. The amount of insurance available to cover the Company's liability for loss or damage under this policy at the time of payment of loss shall be the Aggregate Amount of Insurance defined in Section 3 of this endorsement.
3. Subject to the limits in Section 4 of this endorsement, the Aggregate Amount of Insurance under this policy is \$ \_\_\_\_\_.
4. Condition 7.a. is restated in its entirety to read:

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company has the following additional options:

- a. To Pay or Tender Payment of up to the Aggregate Amount of Insurance or to Purchase the Indebtedness
  - i. To pay or tender payment of the lesser of the value of the Title as insured at the date the claim was made by the Insured Claimant, or the Aggregate Amount of Insurance applicable under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
  - ii. To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay. If the Company purchases the Indebtedness, the Insured must transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.  
Upon the exercise by the Company of either option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.





5. Condition 8 is restated in its entirety to read:

**8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the least of:
  - i. the Aggregate Amount of Insurance;
  - ii. the Indebtedness;
  - iii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy; or
  - iv. if a Government Mortgage Agency or Instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage or in satisfaction of its insurance contract or guaranty relating to the Title or the Insured Mortgage.
  - v. Fair market value of the Title in Condition 8.a.iii. is calculated using either:
    - vi. the date the Insured acquires the Title as a result of a foreclosure or deed in lieu of foreclosure of the Insured Mortgage; or
    - vii. the date the lien of the Insured Mortgage or any assignment set forth in Item 4 of Schedule A is extinguished or rendered unenforceable by reason of a matter insured against by this policy.
- b. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured, the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.iii.
- c. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.c., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

6. Condition 10 is restated in its entirety to read:

**10. REDUCTION OR TERMINATION OF INSURANCE**

- a. All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Aggregate Amount of Insurance by the amount of the payment. However, any payment made by the Company prior to the acquisition of the Title as provided in Condition 2 does not reduce the Aggregate Amount of Insurance afforded under this endorsement, except to the extent that the payment reduces the Indebtedness.
- b. When the Title is acquired by the Insured as a result of foreclosure or deed in lieu of foreclosure, the amount credited against the Indebtedness does not reduce the Aggregate Amount of Insurance.
- c. The voluntary satisfaction or release of the Insured Mortgage terminates all liability of the Company under this policy, except as provided in Condition 2, but it will not reduce the Aggregate Amount of Insurance for the other policies identified in Section 1 of this endorsement.



Endorsement 12 – Aggregation – Loan Policy  
[2021 v. 01.00 (07-01-2021)]

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]

[Date]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**



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### **AGGREGATION – STATE LIMITS – LOAN POLICY – FORM 12.1**

This endorsement is available only for a loan policy. Form 12.1 is intended to be used for aggregating policies in multiple states one or more of which have state statutory reinsurance limitations on the amount that can be insured. It also contains new paragraphs which clarify the effect of the endorsement on the options of the Company under the policy in the event of a claim and the extent of the Company's liability.

ALTA Endorsement — Form 12.1  
(Aggregation – State Limits – Loan 07/01/2021)

**ENDORSEMENT 12.1 – AGGREGATION STATE LIMITS – LOAN POLICY**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. The following policies are issued in conjunction with one another:
  
  
  
  
  
  
  
  
  
  
2. The amount of insurance available to cover the Company's liability for loss or damage under this policy at the time of payment of loss shall be the Aggregate Amount of Insurance defined in Section 3 of this endorsement.
  
  
3. Subject to the limits in Section 4 of this endorsement, the Aggregate Amount of Insurance under this policy is either:
  - a. \$ \_\_\_\_\_; or
  - b. If the Land is located in one of the states identified in this subsection, then the Aggregate Amount of Insurance is restricted to the amount shown below:

4. Condition 7.a. is restated in its entirety to read:

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company has the following additional options:

- a. To Pay or Tender Payment of up to the Aggregate Amount of Insurance or to Purchase the Indebtedness
  - i. To pay or tender payment of the lesser of the value of the Title as insured at the date the claim was made by the Insured Claimant, or the Aggregate Amount of Insurance applicable under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
  - ii. To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.  
If the Company purchases the Indebtedness, the Insured must transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.  
Upon the exercise by the Company of either option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.



5. Condition 8 is restated in its entirety to read:

**8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the least of:
  - i. the Aggregate Amount of Insurance for the State where the Land is located;
  - ii. the Indebtedness;
  - iii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy; or
  - iv. if a Government Mortgage Agency or Instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage or in satisfaction of its insurance contract or guaranty relating to the Title or the Insured Mortgage.
- b. Fair market value of the Title in Condition 8.a.iii. is calculated using either:
  - i. the date the Insured acquires the Title as a result of a foreclosure or deed in lieu of foreclosure of the Insured Mortgage; or
  - ii. the date the lien of the Insured Mortgage or any assignment set forth in Item 4 of Schedule A is extinguished or rendered unenforceable by reason of a matter insured against by this policy.
- c. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured, the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.iii.
- d. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.c., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

6. Condition 10 is restated in its entirety to read:

**10. REDUCTION OR TERMINATION OF INSURANCE**

- a. All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the applicable Aggregate Amount of Insurance by the amount of the payment. However, any payment made by the Company prior to the acquisition of the Title as provided in Condition 2 does not reduce the Aggregate Amount of Insurance afforded under this endorsement, except to the extent that the payment reduces the Indebtedness.
- b. If this policy insures the Title to Land located in a state identified in Section 3.b. of this endorsement:
  - i. all payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Aggregate Amount of Insurance by the amount of the payment; but
  - ii. a payment made for loss or damage on Land insured in one of the policies identified in Section 1 on Land located outside this state does not reduce the Aggregate Amount of Insurance in Section 3.b. of this endorsement until the Aggregate Amount of Insurance in Section 3.a. is reduced below the Aggregate Amount of Insurance in Section 3.b.



Endorsement 12.1 – Aggregation State Limits – Loan Policy  
[2021 v. 01.00 (07-01-2021)]

- c. When the Title is acquired by the Insured as a result of foreclosure or deed in lieu of foreclosure, the amount credited against the Indebtedness does not reduce the Aggregate Amount of Insurance.
- d. The voluntary satisfaction or release of the Insured Mortgage terminates all liability of the Company under this policy, except as provided in Condition 2, but it will not reduce the Aggregate Amount of Insurance for the other policies identified in Section 1 of this endorsement.

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]

[Date]

## LAWYERS TITLE

By: \_\_\_\_\_  
                    **Authorized Signatory**

**LEASEHOLD – ALTA 13 SERIES****LEASEHOLD – OWNER'S – FORM 13-06****LEASEHOLD – LOAN – FORM 13.1-06**

ALTA Endorsement — Forms 13-06 and 13.1-06 were created to be attached to the ALTA Owner's Policy and ALTA Loan Policy respectively. They are intended to be used either with policies covering only leasehold estates or for those that insure both leasehold estates and the ownership of improvements located on them.

The previous leasehold owner's and leasehold loan policies were designed to provide insurance for space tenants that have no significant investment in tenant improvements. As a result, those policies did not provide compensation for the value of improvements if lost, or for impairment of legitimate uses, as the result of a matter covered by the policies.

The endorsement forms now provide all of the existing coverages of the leasehold policy and include the value of improvements in the calculation of losses resulting from eviction based on a matter insured by the policies. Similarly, improvement value is included if the Insured tenant is unable to use the property for its intended purpose as a result of a matter covered by the policy, assuming the lease permits such a use.

Reimbursement to Insured lessees for specified out-of-pocket construction costs for improvements on the Land that were substantially incomplete at the time of eviction is also provided. Similar coverage is provided to Insured leasehold lenders for improvements they construct after they acquire the property by foreclosure or conveyance in lieu thereof.

ALTA Endorsement — Form 13-06 removes the co-insurance clause from the owner's policy as it respects Insured leasehold estates only. Finally, both endorsements increase the distance for which the Company will pay the costs of relocating personal property to 100 miles.

ALTA Endorsement — Form 13-06 & 13.1-06  
(Leasehold – Owner's – 4/2/12) &  
(Leasehold – Loan – 4/2/12)

**ENDORSEMENT 13-06 – LEASEHOLD – OWNER'S**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

1. As used in this endorsement, the following terms shall mean:
  - 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.
  - 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.
  - 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 Section 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.





- 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 optional]

## LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**

**ENDORSEMENT 13.1-06 – LEASEHOLD – LOAN**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

1. As used in this endorsement, the following terms shall mean:
  - 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.
  - 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 Section 2 of the Conditions of the policy, the Insured Claimant.
  - 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 Section 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 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 (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.



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- 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 optional]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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### **FUTURE ADVANCE – PRIORITY – FORM 14**

Form 14 is the broadest type of Future Advance coverage and is only available in states that provide absolute priority for the additional advances, without regard to the knowledge (even the actual knowledge) of the insured lender. All requirements of state law must be met, such as the inclusion of specific language on the face of the recorded mortgage. Paragraph No. 4 of the endorsement must include any other specific matter that primes the additional advance under state law, such as construction or mechanics liens (which is shown as optional item f).

ALTA Endorsement — Form 14  
(Future Advance – Priority – 07/01/2021)

**ENDORSEMENT 14 – FUTURE ADVANCE – PRIORITY**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. The insurance for Advances added by Sections 3 and 4 of this endorsement is subject to the exclusions in Section 5 of this endorsement and the Exclusions from Coverage in the policy (except Exclusion 3.d.), the Conditions, and the exceptions from coverage contained in Schedule B.
2. The following terms when used in this endorsement mean:
  - a. “Advance”: Only an advance of principal made after the Date of Policy as provided in the Agreement, including expenses of foreclosure; amounts advanced pursuant to the Insured Mortgage to pay taxes and insurance, assure compliance with laws, or to protect the lien of the Insured Mortgage before the time of acquisition of the Title; and reasonable amounts expended to prevent deterioration of improvements, together with interest on those advances.
  - b. Agreement”: The note or loan agreement, the repayment of Advances under which is secured by the Insured Mortgage.
  - c. “Changes in the Rate of Interest”: Only those changes in the rate of interest calculated pursuant to a formula provided in the Insured Mortgage or the Agreement at the Date of 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 as security for each Advance.
  - b. The lack of priority of the lien of the Insured Mortgage as security for each Advance over any lien or encumbrance on the Title.
  - c. The invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, Advances, and unpaid interest resulting from:
    - i. re-Advances and repayments of Indebtedness;
    - ii. earlier periods of no indebtedness owing during the term of the Insured Mortgage; or
    - iii. the Insured Mortgage not complying with the requirements of State law of the State in which the Land is located to secure Advances.
4. The Company further 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 from any provisions of the Agreement that provide for:
    - i. interest on interest;
    - ii. Changes in the Rate of Interest; or
    - iii. the addition of unpaid interest to the principal of the Indebtedness.
  - b. The lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, including any unpaid interest that was added to principal in accordance with any provisions of the Agreement, interest on interest, or interest as changed in accordance with the provisions of the Insured Mortgage, which lack of priority is caused by:
    - i. Changes in the Rate of Interest;
    - ii. interest on interest; or
    - iii. increases in the principal of the Indebtedness resulting from the addition of unpaid interest.



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5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
- a. The invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for any Advance made after a Petition for Relief under the Bankruptcy Code (11 U.S.C.) has been filed by or on behalf of the mortgagor;
  - b. The lien of real estate taxes or assessments on the Title imposed by governmental authority arising after the Date of Policy;
  - c. The lack of priority of the lien of the Insured Mortgage as security for any Advance to a federal tax lien, which Advance is made after the earlier of:
    - i. Knowledge of the Insured that a federal tax lien was filed against the mortgagor; or
    - ii. the expiration, after notice of a federal tax lien filed against the mortgagor, of any grace period for making disbursements with priority over the federal tax lien provided in the Internal Revenue Code (26 U.S.C.);
  - d. Any federal or state environmental protection lien[; or]
  - e. Any usury law or Consumer Protection Law[; or]
  - f. Any mechanic's or materialman's lien].
6. The Indebtedness includes Advances.

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]

[Date]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**





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**FUTURE ADVANCE – KNOWLEDGE – FORM 14.1**

ALTA Endorsement — Form 14.1 is available for loan policies only in states where the law supports this priority. This endorsement insures the priority and enforceability of the lien of the Insured Mortgage with respect to the terms of the mortgage that allow for future advances and the repayment and re-advances of indebtedness. In addition, it includes coverage for the consequences of a variable rate, including possible negative amortization (or interest on interest). This endorsement also covers the effect of the indebtedness on the note being reduced to zero before being increased and compliance with state laws dealing with what is needed to secure these advances, e.g. if specific language needs to appear on the face of the recorded instrument. This endorsement provides coverage for additional advances made in jurisdictions where state law provides priority over intervening matters provided the lender did not have actual knowledge of same.

This endorsement modifies Exclusions from Coverage No. 3(d).

This specific form may not be available in every state due to statutory, regulatory or case law issues. There may be a similar state form available if the ALTA version is not.

ALTA Endorsement — Form 14.1  
(Future Advance – Knowledge – 07/01/2021)

**ENDORSEMENT 14.1 – FUTURE ADVANCE – KNOWLEDGE**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. The insurance for Advances added by Sections 3 and 4 of this endorsement is subject to the exclusions in Section 5 of this endorsement and the Exclusions from Coverage in the policy (except Exclusion 3.d.), the Conditions, and the exceptions from coverage contained in Schedule B.
2. The following terms when used in this endorsement mean:
  - a. "Advance": Only an advance of principal made after the Date of Policy as provided in the Agreement, including expenses of foreclosure; amounts advanced pursuant to the Insured Mortgage to pay taxes and insurance, assure compliance with laws, or to protect the lien of the Insured Mortgage before the time of acquisition of the Title; and reasonable amounts expended to prevent deterioration of improvements, together with interest on those advances.
  - b. "Agreement": The note or loan agreement, the repayment of Advances under which is secured by the Insured Mortgage.
  - c. "Changes in the Rate of Interest": Only those changes in the rate of interest calculated pursuant to a formula provided in the Insured Mortgage or the Agreement at the Date of 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 as security for each Advance.
  - b. The lack of priority of the lien of the Insured Mortgage as security for each Advance over any lien or encumbrance on the Title.
  - c. The invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, Advances, and unpaid interest resulting from:
    - i. re-Advances and repayments of Indebtedness;
    - ii. earlier periods of no indebtedness owing during the term of the Insured Mortgage; or
    - iii. the Insured Mortgage not complying with the requirements of State law of the State in which the Land is located to secure Advances.
4. The Company further 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 from any provisions of the Agreement that provide for:
    - i. interest on interest;
    - ii. Changes in the Rate of Interest; or
    - iii. the addition of unpaid interest to the principal of the Indebtedness.
  - b. The lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, including any unpaid interest that was added to principal in accordance with any provisions of the Agreement, interest on interest, or interest as changed in accordance with the provisions of the Insured Mortgage, which lack of priority is caused by:
    - i. Changes in the Rate of Interest;
    - ii. interest on interest; or
    - iii. increases in the principal of the Indebtedness resulting from the addition of unpaid interest.
5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:



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- a. The invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for any Advance made after a Petition for Relief under the Bankruptcy Code (11 U.S.C.) has been filed by or on behalf of the mortgagor;
  - b. The lien of real estate taxes or assessments on the Title imposed by governmental authority arising after the Date of Policy;
  - c. The lack of priority of the lien of the Insured Mortgage as security for any Advance to a federal tax lien, which Advance is made after the earlier of:
    - i. Knowledge of the Insured that a federal tax lien was filed against the mortgagor; or
    - ii. the expiration, after notice of a federal tax lien filed against the mortgagor, of any grace period for making disbursements with priority over the federal tax lien provided in the Internal Revenue Code (26 U.S.C.);
  - d. Any federal or state environmental protection lien;
  - e. The lack of priority of any Advance made after the Insured has Knowledge of the existence of liens, encumbrances, or other matters affecting the Land intervening between the Date of Policy and the Advance, as to the intervening lien, encumbrance, or other matter[; or]
  - f. Any usury law or Consumer Protection Law[; or]
  - g. Any mechanic's or materialman's lien].
6. The Indebtedness includes Advances.

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]

[Date]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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**FUTURE ADVANCE – LETTER OF CREDIT – FORM 14.2**

ALTA Endorsement — Form 14.2 is available for loan policies only. This endorsement provides coverage for mortgages that collateralize obligations of a borrower under a letter of credit. This endorsement affirmatively insures the priority and enforceability of the lien of the Insured Mortgage with respect to the terms of the mortgage that allow for future advances and the repayment and re-advances of indebtedness. In addition, it includes coverage for the consequences of a variable rate, including possible negative amortization (or interest on interest). This endorsement also covers the effect of the indebtedness on the note being reduced to zero before being increased, and compliance with state laws dealing with what is needed to secure these advances, e.g. if specific language needs to appear on the face of the recorded instrument.

This endorsement modifies Exclusions from Coverage No. 3(d).

This specific form may not be available in every state due to statutory, regulatory or case law issues. There may be a similar state form available if the ALTA version is not.

ALTA Endorsement — Form 14.2  
(Future Advance – Letter of Credit – 07/01/2021)

**ENDORSEMENT 14.2 – FUTURE ADVANCE – LETTER OF CREDIT**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. The insurance for Advances added by Section 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the policy (except Exclusion 3.d.), the Conditions, and the exceptions from coverage contained in Schedule B.
2. The following terms when used in this endorsement mean:
  - a. "Advance": Only an advance of principal made after the Date of Policy as provided in the Agreement, including expenses of foreclosure; amounts advanced pursuant to the Insured Mortgage to pay taxes and insurance, assure compliance with laws, or to protect the lien of the Insured Mortgage before the time of acquisition of the Title; and reasonable amounts expended to prevent deterioration of improvements, together with interest on those advances.
  - b. "Agreement": The letter of credit and its reimbursement agreement, the repayment of Advances under which is secured by the Insured Mortgage.
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 as security for each Advance.
  - b. The lack of priority of the lien of the Insured Mortgage as security for each Advance over any lien or encumbrance on the Title.
  - c. The invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, Advances, and unpaid interest resulting from:
    - i. re-Advances and repayments of Indebtedness;
    - ii. earlier periods of no indebtedness owing during the term of the Insured Mortgage; or
    - iii. the Insured Mortgage not complying with the requirements of State law of the State in which the Land is located to secure Advances.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. The lien of real estate taxes or assessments on the Title imposed by governmental authority arising after the Date of Policy;
  - b. Any federal or state environmental protection lien[; or]
  - c. The limitations, if any, imposed under the Bankruptcy Code (11 U.S.C.) on the amount that may be recovered from the mortgagor's estate[; or
  - d. Any mechanic's or materialman's lien].
5. The Indebtedness includes Advances.



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Endorsement 14.2 – Future Advance – Letter of Credit  
[2021 v. 01.00 (07-01-2021)]

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]

[Date]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**





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**FUTURE ADVANCE – REVERSE MORTGAGE – FORM 14.3**

ALTA Endorsement — Form 14.3 is available for loan policies only. This endorsement provides coverage for Reverse Mortgages by adding subparagraphs (iv) and (v) to paragraph 2(c) and by adding 2(d). This endorsement affirmatively insures the priority and enforceability of the lien of the Insured Mortgage with respect to the terms of the mortgage that allow for future advances and the repayment and re-advances of indebtedness. In addition, it includes coverage for the consequences of a variable rate, including possible negative amortization (or interest on interest). This endorsement also covers the effect of the indebtedness on the note being reduced to zero before being increased and compliance with state laws dealing with what is needed to secure these advances, e.g. if specific language needs to appear on the face of the recorded instrument. This endorsement provides coverage for additional advances made in jurisdictions where state law gives such advances priority over intervening matters as long as the lender did not have actual knowledge of such matters.

This endorsement modifies Exclusions from Coverage No. 3(d).

This specific form may not be available in every state due to statutory, regulatory or case law issues. There may be a similar state form available if the ALTA version is not.

ALTA Endorsement — Form 14.3  
(Future Advance – Reverse Mortgage – 07/01/2021)

**ENDORSEMENT 14.3 – FUTURE ADVANCE – REVERSE MORTGAGE**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. The insurance for Advances added by Sections 3 and 4 of this endorsement is subject to the exclusions in Section 5 of this endorsement and the Exclusions from Coverage in the policy (except Exclusion 3.d.), the Conditions, and the exceptions from coverage contained in Schedule B.
2. The following terms when used in this endorsement mean:
  - a. "Advance": Only an advance of principal made after the Date of Policy as provided in the Agreement, including expenses of foreclosure; amounts advanced pursuant to the Insured Mortgage to pay taxes and insurance, assure compliance with laws, or to protect the lien of the Insured Mortgage before the time of acquisition of the Title; and reasonable amounts expended to prevent deterioration of improvements, together with interest on those advances.
  - b. "Agreement": The note or loan agreement, the repayment of Advances under which is secured by the Insured Mortgage.
  - c. "Changes in the Rate of Interest": Only those changes in the rate of interest calculated pursuant to a formula provided in the Insured Mortgage or the Agreement at the Date of 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 as security for each Advance.
  - b. The lack of priority of the lien of the Insured Mortgage as security for each Advance over any lien or encumbrance on the Title.
  - c. The invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, Advances, and unpaid interest resulting from:
    - i. re-Advances and repayments of Indebtedness;
    - ii. earlier periods of no indebtedness owing during the term of the Insured Mortgage;
    - iii. the Insured Mortgage not complying with the requirements of State law of the State in which the Land is located to secure Advances;
    - iv. failure of the Insured Mortgage to state the term for Advances; or
    - v. failure of the Insured Mortgage to state the maximum amount secured by the Insured Mortgage.
  - d. The invalidity or unenforceability of the lien of the Insured Mortgage because of the failure of the mortgagor to be at least 62 years of age at the Date of Policy.
4. The Company further 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 from any provisions of the Agreement that provide for:
    - i. interest on interest;
    - ii. Changes in the Rate of Interest; or
    - iii. the addition of unpaid interest to the principal of the Indebtedness.



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- b. The lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, including any unpaid interest that was added to principal in accordance with any provisions of the Agreement, interest on interest, or interest as changed in accordance with the provisions of the Insured Mortgage, which lack of priority is caused by:
  - i. Changes in the Rate of Interest;
  - ii. interest on interest; or
  - iii. increases in the principal of the Indebtedness resulting from the addition of unpaid interest.

As used in Section 4, "interest" includes lawful interest based on appreciated value.
- 5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. The invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for any Advance made after a Petition for Relief under the Bankruptcy Code (11 U.S.C.) has been filed by or on behalf of the mortgagor;
  - b. The lien of real estate taxes or assessments on the Title imposed by governmental authority arising after the Date of Policy;
  - c. The lack of priority of the lien of the Insured Mortgage as security for any Advance to a federal tax lien, which Advance is made after the earlier of:
    - i. Knowledge of the Insured that a federal tax lien was filed against the mortgagor; or
    - ii. the expiration, after notice of a federal tax lien filed against the mortgagor, of any grace period for making disbursements with priority over the federal tax lien provided in the Internal Revenue Code (26 U.S.C.);
  - d. Any federal or state environmental protection lien[; or]
  - e. Any usury law or Consumer Protection Law[; or]
  - f. Any mechanic's or materialman's lien].
- 6. The Indebtedness includes Advances.

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]  
[Date]

**INTERNATIONAL TITLE INSURANCE**

**COMPANY By:** \_\_\_\_\_  
**Authorized Signatory**

**NON-IMPUTATION – ALTA 15 SERIES**

The ALTA 15 Series is available for owner's policies only. These endorsements are designed to provide protection from matters that would otherwise be excluded from coverage on the basis of imputed knowledge, or the imputation of the consequences of action or inaction. The ALTA form gives coverage not only over matters known to specified parties, but also over the consequences of the actions or inactions of those parties.

Exclusions from Coverage 3(a) and (b) in the ALTA Owner's Policy and ALTA Loan Policy exclude from coverage matters created, suffered assumed or agreed to by the Insured or known to the Insured, but not to the Company, and not disclosed by the public records. By this endorsement, the Company agrees not to assert these Exclusions as a defense to coverage for matters that would be legally binding on an insured partnership, corporation, limited liability company or other business entity, through the law of imputed knowledge. The endorsement is usually requested in situations where no deed will be recorded. The form clarifies that the Company will not raise as a defense the failure to utilize the protections of recording acts, which is the purpose of Exclusion 3(e).

Note: Issuance of this coverage is dependent on additional documentation, such as financial statements and guarantees or indemnities from other parties (including, but not limited to, the "specified parties" cited in the endorsement).

**NON-IMPUTATION – FULL EQUITY TRANSFER – FORM 15-06**

ALTA Endorsement — Form 15-06 is to be used when the entire beneficial interest of the entity holding title and named as the Insured on Schedule A (e.g. partnership interest, corporate stock, membership interest of limited liability company) has been transferred for value. The incoming beneficial owner is identified on the endorsement.

**NON-IMPUTATION – ADDITIONAL INSURED – FORM 15.1-06**

ALTA Endorsement — Form 15.1-06 is to be used when the incoming owner of a portion of the beneficial interest of the entity holding title requests to be named as an Additional Insured under the policy, and that interest (e.g. partnership interest, corporate stock, membership interest in limited liability company) has been transferred for value. This endorsement is signed by both the title company and the Insured.

**NON-IMPUTATION – PARTIAL EQUITY TRANSFER – FORM 15.2-06**

ALTA Endorsement — Form 15.2-06 is to be used when only a portion of the beneficial interest of the entity holding title and named as the Insured on Schedule A has been transferred.

ALTA Endorsement — Form 15-06, 15.1-06 & 15.2-06  
(Non-Imputation – Full Equity Transfer – 6/17/06),  
(Non-Imputation – Additional Insured – 6/17/06) &  
(Non-Imputation – Partial Equity Transfer – 6/17/06)



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

**ENDORSEMENT 15-06 – NON-IMPUTATION – FULL EQUITY TRANSFER**

**Attached to Policy No. \_\_\_\_\_  
Issued by  
LAWYERS TITLE**

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]**

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

**[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.

[Witness clause optional]

**LAWYERS TITLE**

**By: \_\_\_\_\_  
Authorized Signatory**



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

**ENDORSEMENT 15-1-06 – NON-IMPUTATION – ADDITIONAL INSURED**

**Attached to Policy No. \_\_\_\_\_  
Issued by  
LAWYERS TITLE**

For purposes of the coverage provided by this endorsement,

**[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.

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]**

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.

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:

\_\_\_\_\_  
INSURED

[Witness clause optional]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



Endorsement 15.2-06 – NON-IMPUTATION – Partial Equity Transfer  
Adopted 6-17-06, Technical Correction 08-01-15

**[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 15.2-06 – NON-IMPUTATION – PARTIAL EQUITY TRANSFER**

**Attached to Policy No. \_\_\_\_\_  
Issued by  
LAWYERS TITLE**

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]**

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 optional]

**LAWYERS TITLE**

**By: \_\_\_\_\_  
Authorized Signatory**





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**MEZZANINE FINANCING – FORM 16-06**

ALTA Endorsement — Form 16-06 is available on owner's policies only. This endorsement provides insurance to a lender whose loan is not secured by a lien against the Land, but rather by purported security against the beneficial interest of the business entity that owns the Land, such as the stock in a corporation, partnership interest in a partnership, or membership interest in a limited liability company. The endorsement is made a part of an Owner's Policy rather than a Loan Policy, because the lender's personal property security interest is not being insured. The endorsement assigns the rights under the policy of the Insured owner of the Land (i.e. the Borrower or Pledgee) to the defined Mezzanine Lender. The endorsement provides that the Company will not assert as a defense matters known to the Insured owner, as long as they were not known to the Mezzanine Lender. Exclusions from Coverage No. 3 (a) and (b) under the Policy are amended with respect to defects, liens, encumbrances, adverse claims or other matters which were not known to the Mezzanine Lender, which is similar to the Non-Imputation coverage given by the ALTA 15-06 series of endorsements. It further provides that the Company will not deny liability on the basis that ownership interests in the Insured have been transferred to or acquired by the Mezzanine Lender, which is comparable to the coverage provided by a Fairway Endorsement under the write up herein.

This endorsement amends paragraph 7(b) of the Conditions of the policy to provide that the Company can terminate its liability under the policy by paying the Mezzanine Lender rather than the Insured. It is signed by the title company, the Insured and the Mezzanine Lender.

ALTA Endorsement — Form 16-06  
(Mezzanine Financing – 6/17/06)

**ENDORSEMENT 16-06 – MEZZANINE FINANCING**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

1. 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.
  - 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. The Company does not waive any defenses that it may have against the Insured, except as expressly stated in this endorsement.
3. 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
  - a. the Mezzanine Lender had no Knowledge of the defect, lien, encumbrance or other matter creating or causing loss on Date of Policy.
  - b. this limitation on the application of Exclusions from Coverage 3(a), (b) and (e) shall
    - i. 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
    - ii. 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. 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.
5. 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.
6. 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.



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7. 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:****(Insert name of Insured)****(Insert name of Mezzanine Lender)**

By: \_\_\_\_\_

By: \_\_\_\_\_

**[Witness clause optional]****LAWYERS TITLE**

By: \_\_\_\_\_

**Authorized Signatory**



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**ACCESS AND ENTRY – FORM 17-06**

ALTA Endorsement — Form 17-06 is available for owner’s policies and loan policies. Without this endorsement, an ALTA policy does not insure a particular means of access. The policy does insure against loss or damage by reason of a “lack of a right of access”. But this endorsement is designed to provide insurance that the property abuts, and has actual vehicular and pedestrian access to and from, a specific open and publicly maintained street by way of existing curb cuts or entries.

The definition of “Land” contained in the policy specifically excludes property beyond the bounds of the area described in Schedule A. Furthermore, Land as defined in the policy does not include any “right, title, interest, estate or easement in abutting streets”. Thus, the policy, as written, does not address the extent of that access, nor the location or means by which that access is utilized.

This endorsement goes quite a bit further. It specifically insures that there is both vehicular and pedestrian access onto the named street at specific points, that the street is open and in use and maintained by as a public street. The analysis of this coverage usually begins with an examination of an ALTA survey.

ALTA Endorsement — Form 17-06  
(Access and Entry – 6/17/06)

**ENDORSEMENT 17-06 – ACCESS AND ENTRY**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

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.

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]**

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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**INDIRECT ACCESS AND ENTRY – FORM 17.1-06**

ALTA Endorsement — Form 17.1-06 is available for owner's policies and loan policies. This endorsement is designed to provide insurance that the property abuts, and has actual vehicular and pedestrian access to and from, a specific easement insured in Schedule A, and that the insured easement gives the property access to an open and publicly maintained street.

ALTA policies do not insure a particular means of access. The policies do insure against loss or damage by reason of a "lack of a right of access".

The definition of "Land" contained in the policy specifically excludes property beyond the bounds of the area described in Schedule A. Furthermore, Land as defined in the policy does not include any "right, title, interest, estate or easement in abutting streets". The policy, as written, does not address the extent of that access, the location, or means by which that access is utilized.

This endorsement goes quite a bit further. It specifically insures that there is both vehicular and pedestrian access onto the named street at specific points and that these rights are available by way of an insured easement. The analysis of this coverage usually begins with an examination of an ALTA survey.

ALTA Endorsement — Form 17.1-06  
(Indirect Access and Entry – 6/17/06)

**ENDORSEMENT 17.1-06 – INDIRECT ACCESS AND ENTRY**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

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.

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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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### UTILITY ACCESS – FORM 17.2-06

ALTA Endorsement — Form 17.2-06 is available for both owner's and loan policies. It insures against loss if there is a lack of a right of access to specific utilities or services over, under or upon rights-of-way or easements because of: (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements, (2) a gap between the boundaries of the rights-of-way or easements, or (3) a termination by a grantor, or its successor, of the rights-of-way or easements.

ALTA Endorsement — Form 17.2-06  
(Utility Access – 10/16/08)



**ENDORSEMENT 17.2-06 – UTILITY ACCESS**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

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]**

<input type="checkbox"/>	Water Service	<input type="checkbox"/>	Natural gas service	<input type="checkbox"/>	Telephone service
<input type="checkbox"/>	Electrical power service	<input type="checkbox"/>	Sanitary sewer	<input type="checkbox"/>	Storm water drainage
<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____

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

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements ; or
- (3) 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **SINGLE TAX PARCEL – FORM 18-06**

ALTA Endorsement — Form 18-06 is available for owner’s policies and loan policies. This endorsement covers the tax parcel number often noted in the policy. It insures that the single tax number shown includes all the Insured premises and no other property.

ALTA Endorsement — Form 18-06  
(Single Tax Parcel – 6/17/06)



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**ENDORSEMENT 18-06 – SINGLE TAX PARCEL**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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.

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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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**MULTIPLE TAX PARCEL – EASEMENTS – FORM 18.1-06**

ALTA Endorsement — Form 18.1-06 is available for owner's policies and loan policies. This endorsement covers the tax parcel or tax identification numbers often included in the policy description. Form 18.1-06 is for use when there are multiple parcels and multiple numbers. In addition, Form 18.1-06 insures that any easement included as an Insured parcel will not be cut off or disturbed by the subsequent sale of taxes on the servient tenement.

This endorsement does not expressly amend any provisions of the Policy. It does have an effect on paragraph 3(d) of the Exclusions from Coverage which refers to: "Defects, liens, encumbrances, adverse claims or other matters: ... attaching or created subsequent to Date of Policy..." The non-payment of real property taxes, or the foreclosure of the lien imposed by those taxes on the servient tenement over which the easement exists, will, in the majority of cases, be a post policy occurrence.

ALTA Endorsement — Form 18.1-06  
(Multiple Tax Parcel – Easements – 6/17/06)



**ENDORSEMENT 18.1-06 – MULTIPLE TAX PARCEL – EASEMENTS**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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: Tax Identification Numbers:

Parcel: 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]

[DATE]

**LAWYERS TITLE**

**By: \_\_\_\_\_**  
**Authorized Signatory**



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### **MULTIPLE TAX PARCEL – FORM 18.2-06**

ALTA Endorsement — Form 18.2-06 is for use with multiple parcels and numbers but does not include the tax foreclosure coverage.

ALTA Endorsement — Form 18.2-06  
(Multiple Tax Parcel – 8/1/16)



**ENDORSEMENT 18.2-06 – MULTIPLE TAX PARCEL**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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: \_\_\_\_\_ 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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### **SINGLE TAX PARCEL AND ID – FORM 18.3[-06]**

The ALTA 18.3[-06] is available for both owners and loan policies. This endorsement is the same as the ALTA 18-06 Single Tax Parcel endorsement but also specifically identifies the tax parcel ID number.

ALTA Endorsement — Form 18.3[-06]  
(Single Tax Parcel and ID – Adopted 12/1/18)



**ENDORSEMENT 18.3[-06] – SINGLE TAX PARCEL AND ID**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

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 optional]

[DATE]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **CONTIGUITY – MULTIPLE PARCELS – FORM 19-06**

ALTA Endorsement — Form 19-06 is available for owner’s policies and loan policies. This endorsement is designed to provide insurance that (i) each parcel, in a policy which insures multiple parcels, is contiguous to at least one other parcel Insured by the policy, or (ii) if some parcels are not contiguous to at least one other parcel, that certain parcels are contiguous to certain other parcels.

The ALTA policies do not insure contiguity. They do insure against loss by reason or damage by reason of a lack of a right of access. Access to all parcels of a multiple parcel description can be provided if the parcels are contiguous.

ALTA Endorsement — Form 19-06  
(Contiguity – Multiple Parcels – 6/17/06)



[For use when multiple separate parcels make up the Land]

**ENDORSEMENT 19-06 – CONTIGUITY – MULTIPLE PARCELS**

Attached to Policy No. \_\_\_\_\_  
Issued by  
**LAWYERS TITLE**

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] **[for more than two parcels, continue as follows: “; of [the \_\_\_\_\_ boundary line of Parcel B] of the Land to be contiguous to [the \_\_\_\_\_ boundary line of Parcel C] 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]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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### **CONTIGUITY – SINGLE PARCEL – FORM 19.1-06**

ALTA Endorsement — Form 19.1-06 is available for owner's policies and loan policies. This endorsement is designed to provide insurance that the Land as defined in the policy is contiguous to some other parcel of land, not included within the policy description. The other parcel(s) may be described directly or by reference to a recorded document.

The ALTA policies do not insure contiguity. The endorsement adds an insuring provision.

ALTA Endorsement — Form 19.1-06  
(Contiguity – Single Parcel – 6/17/06)



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

**ENDORSEMENT FORM 19.1-06 – CONTIGUITY – SINGLE PARCEL**

**Attached to Policy No. \_\_\_\_\_  
Issued by  
LAWYERS TITLE**

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

1. the failure of the Land to be contiguous to **[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]**

**LAWYERS TITLE**

**By: \_\_\_\_\_  
Authorized Signatory**



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### **CONTIGUITY – SPECIFIED PARCELS – FORM 19.2-06**

ALTA Endorsement — Form 19.2-06 is used when there are specific groups of parcels within the description of Land that are contiguous when taken as a whole.

ALTA Endorsement — Form 19.2-06  
(Contiguity – Specified Parcels – 4/2/15)



**ENDORSEMENT 19.2-06 – CONTIGUITY – SPECIFIED PARCELS**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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 [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, (ii) Conditions, and (iii) Exceptions from Coverage contained in Schedule B, in addition to (iv) exceptions and exclusions, if any, in this endorsement. Except as expressly stated, this endorsement does not (i) modify the policy or any other endorsement to the policy, (ii) extend the Date of Policy, or (iii) increase the Amount of Insurance. To the extent the policy or any previously issued endorsement to the policy is inconsistent with this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any other endorsements.

[Witness clause optional]

**LAWYERS TITLE**

**By: \_\_\_\_\_**  
**AUTHORIZED SIGNATORY**





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**FIRST LOSS – MULTIPLE PARCEL TRANSACTIONS – FORM 20-06**

ALTA Endorsement — Form 20-06 is available for loan policies only. This endorsement is designed to alter the established definition and measurement of actual loss under a loan policy, which is the difference between the value of the property as insured and the value subject to the matter insured against. Typically, an Insured lender would be required to foreclose before making a claim. Under normal circumstances, there would be no way to determine if the lender actually suffered a loss until the Land was sold after foreclosure for less than the debt. This endorsement, to be issued only when there is more than one parcel, allows for recognition of a “loss” if an impairment of security against one parcel is shown, without requiring acceleration of the debt and foreclosure against all of the parcels.

This endorsement allows assertion of loss on the basis of impairment of security as if each parcel were security for a separate loan, even though the Insured transaction is structured as a single loan. The Company and the courts have applied policy Condition 8 to the determination of what is a loss in such a way that “loss”, as described in the endorsement, would be considered an interim situation, contingent upon the remaining property failing to provide adequate security for the unpaid debt. That is why this endorsement provides for subrogation and recoupment of losses paid hereunder.

ALTA Endorsement — Form 20-06  
(First Loss – Multiple Parcel Transactions – 6/17/06)

**ENDORSEMENT 20-06 – FIRST LOSS – MULTIPLE PARCEL TRANSACTIONS**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

This endorsement is effective only if the Collateral includes at least two parcels of real property.

1. For the purposes of this endorsement:
  - a. "Collateral" means all property, including the Land, given as security for the Indebtedness.
  - b. "Material Impairment Amount" means the amount by which any matter covered by the policy for which a claim is made diminishes the value of the Collateral below the Indebtedness.
2. In the event of a claim resulting from a matter insured against by the policy, the Company agrees to pay that portion of the Material Impairment Amount that does not exceed the extent of liability imposed by Section 8 of the Conditions without requiring:
  - a. maturity of the Indebtedness by acceleration or otherwise,
  - b. pursuit by the Insured of its remedies against the Collateral, or
  - c. pursuit by the Insured of its remedies under any guaranty, bond or other insurance policy.
3. Nothing in this endorsement shall impair the Company's right of subrogation. However, the Company agrees that its right of subrogation shall be subordinate to the rights and remedies of the Insured. The Company's right of subrogation shall include the right to recover the amount paid to the Insured pursuant to Section 2 of this endorsement from any debtor or guarantor of the Indebtedness, after payment or other satisfaction of the remainder of the Indebtedness and other obligations secured by the lien of the Insured Mortgage. The Company shall have the right to recoup from the Insured Claimant any amount received by it in excess of the Indebtedness up to the amount of the payment under Section 2.

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]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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### LOCATION – FORM 22-06

ALTA Endorsement — Form 22-06 is for owner's and loan policies. This endorsement provides insurance as to two matters. It provides a brief description of the type of improvement(s) located on the property and the property's street address.

A related version of this endorsement is used when the Land is improved and a plat or map is attached to the policy (see ALTA Endorsement Form 22.1-06 Location and Map).

ALTA Endorsement — Form 22-06  
(Location – 6/17/06)



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**ENDORSEMENT 22-06 – LOCATION**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

The Company insures against loss or damage sustained by the Insured by reason of the failure of a (*description of improvement*), known as (*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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### LOCATION AND MAP – FORM 22.1-06

ALTA Endorsement — Form 22.1-06 is for owner's and loan policies. This endorsement provides insurance as to two matters. It provides a brief description of the type of improvements(s) located on the property and the property's street address or, if there is a map attached to the policy (such as a survey, a recorded Condominium Plat or recorded Subdivision Plat), that the map correctly shows the location and dimensions of the Land according to the Public Records.

ALTA Endorsement — Form 22.1-06  
(Location and Map – 6/17/06)



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**ENDORSEMENT 22.1-06 – LOCATION AND MAP**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **CO-INSURANCE – SINGLE POLICY – FORM 23-06**

ALTA Endorsement — Form 23-06 is available for both owner's or loan policies. It is issued by a lead co-insurer (the "Issuing Co-Insurer") in connection with the issuance of its policy. The other co-insurers then issue their Co-Insurance Endorsement, which attaches to the policy of Issuing Co-Insurer and incorporates the terms of the policy of the Issuing Co-Insurer. The Endorsement sets forth the names and addresses of the co-insurers, the policy number assigned by each co-insurer (and the file number also may be shown), applicable amount of insurance assumed by the co-insurer and proportion of liability assumed by the co-insurer.

ALTA Endorsement — Form 23-06  
(Co-Insurance – Single Policy – 10/16/08)

**ENDORSEMENT 23-06 – CO-INSURANCE – SINGLE POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**  
**("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.
2. 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. 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. Any 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. 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:**  
**LAWYERS TITLE**

**By:** \_\_\_\_\_

**Co-Insurer:**  
\_\_\_\_\_ **TITLE INSURANCE COMPANY**

**By:** \_\_\_\_\_

**Co-Insurer:**  
\_\_\_\_\_ **TITLE INSURANCE COMPANY**

**By:** \_\_\_\_\_

**Co-Insurer:**  
\_\_\_\_\_ **TITLE INSURANCE COMPANY**

**By:** \_\_\_\_\_

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



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**CO-INSURANCE – MULTIPLE POLICIES – FORM 23.1-06**

ALTA Endorsement – Form 23.1-06 is the form of Co-insurance endorsement to be used for transactions that have multiple sites, each with its own set of co-insurance amounts, policy numbers, and endorsements. In other words, the 23.1-06 endorsement should be used when the policy involves co-insurance and a tie-in or aggregation endorsement. The procedure to determine whether this endorsement is applicable for the transaction is similar to issuance of the Form 23-06 for single sites; however, a separate 23.1-06 endorsement issues for each site. If the Co-Insurance policy is aggregated with other policy liability, this endorsement will incorporate the amounts contained in the Lead Co-Insurer's aggregation endorsements, (ALTA 12-06, or ALTA 12.1-06) unless the Co-Insurer issues its own aggregate amount in its respective aggregation endorsement.

ALTA Endorsement — Form 23.1-06  
(Co-Insurance – Multiple Policies – 08/1/17)

**ENDORSEMENT 23.1 06 – CO INSURANCE – MULTIPLE POLICIES**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE  
("Issuing Co Insurer")**

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." The Issuing Co Insurer and each Co Insurer are collectively referred to as "Co Insuring Companies."

1. By issuing this Co Insurance 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, except an ALTA 12 06 or ALTA 12.1 06 Aggregation Endorsement, if any, issued by any other of the Co Insuring Companies, subject to the limitations of this Co Insurance Endorsement.
  
2. Aggregation of Policy Liability
  - a. The Issuing Co Insurer's liability under the Co Insurance Policy may be aggregated with other policy liabilities issued by the Issuing Co Insurer with either an ALTA 12 06 or ALTA 12.1 06 Aggregation Endorsement.
  - b. Each Co Insurer may aggregate its liability under the Co Insurance Policy with other policy liabilities issued by that Co Insurer, but only if this Co Insurance Endorsement is issued with that Co Insurer's ALTA 12 06 or ALTA 12.1 06 Aggregation Endorsement.
  - c. Policy liability assumed by each of the Co Insuring Companies may not be aggregated with other policy liabilities assumed by any other of the Co Insuring Companies.
  
3. Each of the Co Insuring Companies shall be liable to the Insured only for its Percentage of Liability of:
  - a. the total loss or damage under the Co Insurance Policy, but in no event greater than its respective Aggregate Amount of Insurance set forth in its ALTA 12 06 or ALTA 12.1 06 Aggregation Endorsement, if any, and
  - b. the 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 the addresses set forth above.
  
5. Any 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.



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Endorsement 23.1 06 – Co Insurance – Multiple Policies  
Adopted 08 01 2016, Revised 08-01-2017

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 Co-Insurance 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:**

**LAWYERS TITLE**

**By:** \_\_\_\_\_

**Co-Insurer:**

\_\_\_\_\_ **TITLE INSURANCE COMPANY**

**By:** \_\_\_\_\_

**Co-Insurer:**

\_\_\_\_\_ **TITLE INSURANCE COMPANY**

**By:** \_\_\_\_\_

**Co-Insurer:**

\_\_\_\_\_ **TITLE INSURANCE COMPANY**

**By:** \_\_\_\_\_

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



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### **DOING BUSINESS – FORM 24-06**

ALTA Endorsement — Form 24-06 is only available on loan policies. It insures against unenforceability of the lien of the Insured Mortgage because making the loan violated doing business laws of the state in which the Land is located.

ALTA Endorsement — Form 24-06  
(Doing Business – 10/16/08)



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**ENDORSEMENT 24-06 – DOING BUSINESS**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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### **SAME AS SURVEY – FORM 25-06**

ALTA Endorsement — Form 25-06 is available for both owner's and loan policies. It insures that the Land described in Schedule A is legally identical to the land shown on the defined survey, despite the fact that there is different language in each description. The Company requires a final, fully executed survey drawn to satisfactory standards by a licensed surveyor which depicts the same property as described in the Policy.

ALTA Endorsement — Form 25-06  
(Same as Survey – 10/16/08)



**ENDORSEMENT 25-06 – SAME AS SURVEY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **SAME AS PORTION OF SURVEY – FORM 25.1-06**

ALTA Endorsement — Form 25.1-06 is available for both owner's and loan policies. It insures that the Land described in Schedule A is the same as a portion of the land shown on the defined survey. The Company requires a final, fully executed survey drawn to satisfactory standards by a licensed surveyor which includes the property described in the Policy.

ALTA Endorsement — Form 25.1-06  
(Same as Portion of Survey – 10/16/08)



Endorsement 25.1-06 – Same as Portion of Survey  
Adopted 10-16-08

**ENDORSEMENT 25.1-06 – SAME AS PORTION OF SURVEY**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

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: 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **SUBDIVISION – FORM 26**

ALTA Endorsement — Form 26 is available for both owner's and loan policies. It insures against failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances.

ALTA Endorsement — Form 26-06  
(Subdivision –07/01/2021)



**ENDORSEMENT 26 – SUBDIVISION**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the State subdivision statutes and the subdivision ordinances of the county or municipality of the State applicable to 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]

[Date]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### USURY – FORM 27

ALTA Endorsement — Form 27 is only available for loan policies. It insures against loss by reason of invalidity or unenforceability of the lien of the Insured Mortgage resulting from violation of the usury laws of a specific state in effect at Date of Policy.

ALTA Endorsement — Form 27  
(Usury – 07/01/2021)

**ENDORSEMENT 27 – USURY**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

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 as security for the Indebtedness because the loan secured by the Insured Mortgage violates the usury law of the State where the Land is located.

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]

[Date]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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### **EASEMENT – DAMAGE OR ENFORCED REMOVAL – FORM 28-06**

ALTA Endorsement — Form 28-06 is available for both owner's and loan policies. It provides insurance to a lender against loss in the event that a specific easement holder shall (1) cause damage to a building located on the Land at Date of Policy, or (2) compel the removal or alteration of an existing building located on the Land at Date of Policy.

ALTA Endorsement — Form 28-06  
(Easement – Damage or Enforced Removal – 2/3/10)

**ENDORSEMENT 28-06 – EASEMENT – DAMAGE OR ENFORCED REMOVAL**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

The Company insures against loss or damage sustained by the Insured if the exercise of the granted or reserved rights to use or maintain the easement(s) referred to in Exception(s) \_\_\_\_\_ of Schedule B results in:

- (1) damage to an existing building located on the Land, or
- (2) enforced removal or alteration of an existing building located on 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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**ENCROACHMENTS – BOUNDARIES AND EASEMENTS – FORM 28.1**

ALTA Endorsement — Form 28.1 is available for both owner's and loan policies. It gives coverage that was previously included in the former ALTA 9 series, but is no longer contained within those endorsements other than the revised ALTA 9-06 and the new ALTA 9.7-06. That coverage includes:

- The loss occasioned by the existence of an encroachment by an Improvement onto a neighboring property or onto an easement area within the insured Land, other than as disclosed in Schedule B exceptions.
- The loss occasioned by the existence of an encroachment by a neighboring improvement onto the insured Land, other than as disclosed in Schedule B exceptions.
- Enforced removal of an Improvement as a result of the encroachment into an easement area or onto neighboring property.

This form also allows the exclusion of a listed encroachment from the enforced removal coverage.

ALTA Endorsement — Form 28.1  
(Encroachments – Boundaries and Easements – 07/01/2021)



**ENDORSEMENT 28.1 – ENCROACHMENTS – BOUNDARIES AND EASEMENTS**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

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 purposes of this endorsement only, "Improvement" means an existing building, located on either the Land or adjoining land at the Date of Policy and that by law constitutes real property.
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 the 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: \_\_\_\_\_
5. (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]

[Date]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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### **ENCROACHMENTS – BOUNDARIES AND EASEMENTS – DESCRIBED IMPROVEMENTS – FORM 28.2-06**

The ALTA 28.2-06 was adopted on April 2, 2013 to add flexibility to the ALTA 28.1-06. In the ALTA 28.1-06 “Improvement” meant “an existing building, located on either the Land or adjoining land at Date of Policy and that by law constitutes real property.” The ALTA 28.2-06 changed the definition to “each improvement on the Land or adjoining land at Date of Policy, itemized below: \_\_\_\_\_” giving a space for the parties to define the improvements that the coverage would apply to.

ALTA Endorsement — Form 28.2-06  
(Encroachments – Boundaries and Easements – Described Improvements – 04/02/13)

**ENDORSEMENT 28.2-06 – ENCROACHMENTS – BOUNDARIES AND EASEMENTS – DESCRIBED IMPROVEMENTS**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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 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 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: \_\_\_\_\_

[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]

**LAWYERS TITLE**

By: \_\_\_\_\_

**Authorized Signatory**



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### **ENCROACHMENTS – BOUNDARIES AND EASEMENTS – LAND UNDER DEVELOPMENT – FORM 28.3-06**

The ALTA 28.3-06 is used when the land is being developed and refers to Future Improvements as contained in specific site plans.

ALTA Endorsement — Form 28.3-06  
(Encroachments – Boundaries and Easements – Land Under Development – 12/01/16)



Endorsement 28.3-06 – Encroachments – Boundaries and Easements – Land Under Development  
Adopted 04-02-2015, Technical Correction 12-01-2016

## ENDORSEMENT 28.3-06 – ENCROACHMENTS – BOUNDARIES AND EASEMENTS – LAND UNDER DEVELOPMENT

Attached to Policy No. \_\_\_\_\_  
Issued by  
**LAWYERS TITLE**

1. 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.
2. For purposes of this endorsement only:
  - 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. "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.
  - c. "Plans" mean the survey, site and elevation plans, or other depictions or drawings prepared by (*insert name of architect or engineer*) dated (*insert date prepared*), last revised (*insert date last revised*), designated as (*insert name of project or project number*) consisting of (*insert number of sheets*) sheets.
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: \_\_\_\_\_ (*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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Endorsement 28.3-06 – Encroachments – Boundaries and Easements – Land Under Development  
Adopted 04-02-2015, Technical Correction 12-01-2016

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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]

[DATE]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**



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### **INTEREST RATE SWAP – DIRECT OBLIGATION – FORM 29-06**

ALTA Endorsement — Form 29-06 is only available for a loan policy. It insures against (1) invalidity or unenforceability of the insured mortgage as security for the repayment of the Swap Obligation; (2) lack of priority of the lien of the insured mortgage as security for the repayment of the Swap Obligation. This endorsement contains certain exclusions from coverage which should be considered. This endorsement relates to the direct obligations of the borrower.

ALTA Endorsement — Form 29-06  
(Interest Rate Swap – Direct Obligation – 08/01/16)

**ENDORSEMENT 29-06 – INTEREST RATE SWAP ENDORSEMENT – DIRECT OBLIGATION****Attached to Policy No.  
Issued by  
LAWYERS TITLE**

1. 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:
  - a. "Date of Endorsement" is \_\_\_\_\_.
  - 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 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.
3. 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. [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.

[Witness clause optional]

[DATE]

**LAWYERS TITLE**By: \_\_\_\_\_  
**Authorized Signatory**



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### **INTEREST RATE SWAP – ADDITIONAL INTEREST – FORM 29.1-06**

ALTA Endorsement — Form 29.1-06 is only available for a loan policy. It insures against (1) invalidity or unenforceability of the insured mortgage as security for the repayment of the Swap Obligation; (2) lack of priority of the lien of the insured mortgage as security for the repayment of the Swap Obligation. This endorsement contains certain exclusions from coverage which should be considered. This endorsement relates the additional interest of the borrower.

ALTA Endorsement — Form 29.1-06  
(Interest Rate Swap – Additional Interest – 08/01/16)



Endorsement 29.1-06 – Interest Rate Swap Endorsement – Additional Interest  
Adopted 02-03-10, Technical Correction 08-01-2016

**ENDORSEMENT 29.1-06 – INTEREST RATE SWAP ENDORSEMENT – ADDITIONAL INTEREST**

**Attached to Policy No.**  
**Issued by**  
**LAWYERS TITLE**

1. 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:
  - a. "Date of Endorsement" is \_\_\_\_\_.
  - 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.
  - c. "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 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.
3. 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. [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.

[Witness clause optional]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **INTEREST RATE SWAP – DIRECT OBLIGATION – DEFINED AMOUNT – FORM 29.2-06**

ALTA Endorsement — Form 29.2-06 is only available for a loan policy. It insures against (1) invalidity or unenforceability of the insured mortgage as security for the repayment of the Swap Obligation; (2) lack of priority of the lien of the insured mortgage as security for the repayment of the Swap Obligation. This endorsement contains certain exclusions from coverage which should be considered. This endorsement defines the direct obligations of the borrower.

ALTA Endorsement — Form 29.2-06  
(Interest Rate Swap – Direct Obligation – Defined Amount – 08/01/16)

**ENDORSEMENT 29.2-06 – INTEREST RATE SWAP ENDORSEMENT – DIRECT OBLIGATION – DEFINED AMOUNT**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

1. 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:
  - a. "Date of Endorsement" is \_\_\_\_\_.
  - 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.
  - c. "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 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.
3. 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. [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.

[Witness clause optional]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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### **INTEREST RATE SWAP – ADDITIONAL INTEREST – DEFINED AMOUNT – FORM 29.3-06**

ALTA Endorsement — Form 29.3-06 is only available for a loan policy. It insures against (1) invalidity or unenforceability of the insured mortgage as security for the repayment of the Swap Obligation; (2) lack of priority of the lien of the insured mortgage as security for the repayment of the Swap Obligation. This endorsement contains certain exclusions from coverage which should be considered. This endorsement defines the additional interest of the borrower.

ALTA Endorsement — Form 29.3-06  
(Interest Rate Swap – Additional Interest – Defined Amount – 08/01/16)



Endorsement 29.3-06 – Interest Rate Swap Endorsement – Additional Interest – Defined Amount  
Adopted 08-01-11, Technical Correction 08-01-2016

**ENDORSEMENT 29.3-06 – INTEREST RATE SWAP ENDORSEMENT – ADDITIONAL INTEREST – DEFINED AMOUNT**

**Attached to Policy No. \_\_\_\_\_  
Issued by  
LAWYERS TITLE**

1. 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:
  - a. "Date of Endorsement" is \_\_\_\_\_.
  - 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.
  - c. "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 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.
3. 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. [if Date of Endorsement is after Date of Policy, add any necessary datedown 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **ONE-TO-FOUR FAMILY SHARED APPRECIATION MORTGAGE – FORM 30**

ALTA Endorsement — Form 30 is only available for a loan policy and is only applicable if the Land is a one to four family residence. It insures the Lender against loss or damage due to (a) the invalidity or unenforceability of the lien of the Insured Mortgage as security for the Indebtedness caused by the provisions for Shared Appreciation; or (b) Loss of priority of the lien of the Insured Mortgage as security for the Indebtedness caused by the provisions for Shared Appreciation.

ALTA Endorsement — Form 30  
(One-to-Four Family Shared Appreciation Mortgage –07/01/21)



**ENDORSEMENT 30 – ONE-TO-FOUR FAMILY SHARED APPRECIATION MORTGAGE**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. The insurance afforded by this endorsement is only effective if the Land is a one to four family residence.
2. For the purposes of this endorsement, "Shared Appreciation" shall mean increases in the Indebtedness secured by the Insured Mortgage by reason of shared equity or appreciation in the value of the Land.
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 as security for the Indebtedness caused by the provisions for Shared Appreciation; or
  - b. Loss of priority of the lien of the Insured Mortgage as security for the Indebtedness caused by the provisions for Shared Appreciation.
4. Nothing contained in this endorsement shall be construed as insuring against loss or damage sustained or incurred by reason of:
  - a. usury law;
  - b. any Consumer Protection Law;
  - c. costs, expenses, or attorneys' fees required to obtain a determination, by judicial proceedings or otherwise, of the amount of the Shared Appreciation;
  - d. failure to comply with applicable laws and regulations regarding Shared Appreciation;
  - e. the stay, rejection, or avoidance of the lien of the Insured Mortgage as security for the Shared Appreciation, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - f. the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Indebtedness because all applicable mortgage recording or similar intangible taxes were not paid.

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]

[Date]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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### **COMMERCIAL PARTICIPATION INTEREST – FORM 30.1**

This endorsement is designed for use with an ALTA Loan Policy issued in connection with a commercial transaction and includes, in addition to the increase in the value of the equity of the borrower in the property (appreciation), a share of the cash flow from the property and any increase in the equity of the borrower in the property. It provides coverage in the event of an attack on the validity, priority or enforceability of the Insured Mortgage based upon the provision regarding shared appreciation and participation.

ALTA Endorsement — Form 30.1  
(Commercial Participation Interest – 07/01/21)

**ENDORSEMENT 30.1 – COMMERCIAL PARTICIPATION INTEREST**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. This endorsement is subject to the exclusions in Section 4 of this endorsement, the Exclusions from Coverage in the policy, the Exceptions from Coverage contained in Schedule B, and the Conditions.
2. As used in this endorsement:
  - a. "Loan Documents": Those documents, as they exist at the Date of Policy, creating the Indebtedness.
  - b. "Participation Interest": Those elements of interest, established and calculated pursuant to the formula provided in the Loan Documents, that are payable or allocated to the Insured based upon:
    - i. the borrower's equity in the Title;
    - ii. the increase in value of the Title; or
    - iii. cash flow.
3. The policy insures as of the Date of Policy against loss or damage sustained by the Insured by reason of:
  - a. The invalidity or unenforceability of the lien of the Insured Mortgage resulting from the provisions in the Insured Mortgage or in the Loan Documents which provide for Participation Interest.
  - b. Lack of priority of the lien of the Insured Mortgage at the Date of Policy as security for (i) the unpaid principal balance of the loan and (ii) the interest on the loan, including the Participation Interest, if any, which lack of priority is caused by the provisions in the Loan Documents for payment or allocation to the Insured of any Participation Interest.
4. The policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:
  - a. usury law, unconscionability, or any Consumer Protection Law;
  - b. disputes over the amount of Participation Interest;
  - c. failure to comply with applicable laws and regulations regarding Participation Interest;
  - d. the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Participation Interest because all applicable mortgage recording or similar intangible taxes were not paid; or
  - e. any statutory lien for services provided, labor performed, or materials or equipment furnished arising after the Date of Policy.



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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]

[Date]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**





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### SEVERABLE IMPROVEMENTS – FORM 31-06

ALTA Endorsement — Form 31-06 is only available for an owner's policy. It insures that the Company shall include in the calculation of loss (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; or (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.

ALTA Endorsement — Form 31-06  
(Severable Improvements – 07/01/21)

**ENDORSEMENT 31-06 – SEVERABLE IMPROVEMENTS**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

1. As used in this endorsement, "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 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.

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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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**CONSTRUCTION LOAN ENDORSEMENTS – ALTA 32 SERIES****CONSTRUCTION LOAN – FORM 32****CONSTRUCTION LOAN – DIRECT PAYMENT – FORM 32.1**

ALTA Endorsement — Form 32 and Form 32.1—are only available for loan policies. They insure 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 each Construction Loan Advance made on or before the Date of Coverage; (b) The lack of priority of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on the Title recorded in the Public Records and not shown in Schedule B; and (c) The lack of priority of the lien of the Insured Mortgage, as security for each Construction Loan Advance made on or before the Date of Coverage over any Mechanic’s Lien, if notice of the Mechanic’s Lien is not filed or recorded in the Public Records, but only to the extent that the charges for the services, labor, materials or equipment for which the Mechanic’s Lien is claimed were designated for payment in the documents supporting a Construction Loan Advance disbursed by or on behalf of the Insured on or before Date of Coverage.

These endorsements require extensive discussions with senior underwriting and are only available in certain states.

ALTA Endorsement — Form 32 & 32.1  
(Construction Loan – 07/01/21) & (Construction Loan – Direct Payment – 07/01/21)

**ENDORSEMENT 32 – CONSTRUCTION LOAN**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. Covered Risk 11.a. of this policy is deleted.
2. The insurance [for Construction Loan Advances] added by Section 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the policy, the provisions of the Conditions, and the exceptions contained in Schedule B. For the purposes of this endorsement and each subsequent Disbursement Endorsement:
  - a. "Construction Loan Advance": An advance that constitutes Indebtedness made on or before the Date of Coverage for the purpose of financing in whole or in part the construction of improvements on the Land.
  - b. "Date of Coverage": \_\_\_\_\_ [Drafting Instructions: Insert a specific date], unless the Company sets a different Date of Coverage by an ALTA 33-06 Disbursement Endorsement issued at the discretion of the Company.
  - c. "Mechanic's Lien": Any statutory lien or claim of lien under State law, affecting the Title, that arises from services provided, labor performed, or materials or equipment furnished.
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 as security for each Construction Loan Advance made on or before the Date of Coverage;
  - b. The lack of priority of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on the Title recorded in the Public Records and not shown in Schedule B; and
  - c. The lack of priority of the lien of the Insured Mortgage, as security for each Construction Loan Advance made on or before the Date of Coverage over any Mechanic's Lien, if notice of the Mechanic's Lien is not filed or recorded in the Public Records, but only to the extent that the charges for the services, labor, materials, or equipment for which the Mechanic's Lien is claimed were designated for payment in the documents supporting a Construction Loan Advance disbursed by or on behalf of the Insured on or before the Date of Coverage.
4. This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses by reason of any lien or claim of lien arising from services, labor, material, or equipment:
  - a. Furnished after the Date of Coverage; or
  - b. Not designated for payment in the documents supporting a Construction Loan Advance disbursed by or on behalf of the Insured on or before the Date of Coverage.



Endorsement 32 – Construction Loan  
[2021 v. 01.00 (07-01-2021)]

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]

[Date]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**

**ENDORSEMENT 32.1 – CONSTRUCTION LOAN – DIRECT PAYMENT**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. Covered Risk 11.a. of this policy is deleted.
2. The insurance [for Construction Loan Advances] added by Section 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the policy, the provisions of the Conditions, and the exceptions contained in Schedule B. For the purposes of this endorsement and each subsequent Disbursement Endorsement:
  - a. "Construction Loan Advance:" An advance that constitutes Indebtedness made on or before the Date of Coverage for the purpose of financing in whole or in part the construction of improvements on the Land.
  - b. "Date of Coverage": \_\_\_\_\_ [Drafting Instructions: Insert a specific date], unless the Company sets a different Date of Coverage by an ALTA 33-06 Disbursement Endorsement issued at the discretion of the Company.
  - c. "Mechanic's Lien": Any statutory lien or claim of lien under State law, affecting the Title, that arises from services provided, labor performed, or materials or equipment furnished.
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 as security for each Construction Loan Advance made on or before the Date of Coverage;
  - b. The lack of priority of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on the Title recorded in the Public Records and not shown in Schedule B; and
  - c. The lack of priority of the lien of the Insured Mortgage, as security for each Construction Loan Advance made on or before the Date of Coverage over any Mechanic's Lien, if notice of the Mechanic's Lien is not filed or recorded in the Public Records, but only to the extent that direct payment to the Mechanic's Lien claimant for the charges for the services, labor, materials, or equipment for which the Mechanic's Lien is claimed has been made by the Company or by the Insured with the Company's written approval.
4. This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses by reason of any lien or claim of lien arising from services, labor, material, or equipment:
  - a. Furnished after the Date of Coverage; or
  - b. To the extent that the Mechanic's Lien claimant was not directly paid by the Company or by the Insured with the Company's written approval.



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Endorsement 32.1 – Construction Loan – Direct Payment  
[2021 v. 01.00 (07-01-2021)]

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]

[Date]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**





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### CONSTRUCTION LOAN – INSURED’S DIRECT PAYMENT ALTA 32.2

The ALTA 32.1 and 32.2 are almost indistinguishable, but the ALTA 32.1 is suitable if the title company disburses, and the 32.2 only applies when the Insured disburses. Section 3(c) of the ALTA 32.2 provides:

The lack of priority of the lien of the Insured Mortgage, as security for each.

Construction Loan Advance made on or before the Date of Coverage over any Mechanic’s Lien, if notice of the Mechanic’s Lien is not filed or recorded in the Public Records, but only to the extent that direct payment to the Mechanic’s Lien claimant for the charges for the services, labor, materials or equipment for which the Mechanic’s Lien is claimed has been made by the Insured or on the Insured’s behalf on or before Date of Coverage.

Unlike the ALTA 32.1, the ALTA 32.2 does not require the title insurer’s written approval for each disbursement. For that reason, it is the better choice between the two for a construction lender that is disbursing the funds. However, like the ALTA 32.1, the ALTA 32.2 only covers payments made directly to the party entitled to a lien, so disbursement of all of the draw to a general contractor, allowing the general contractor to pay its materialmen, subcontractors and employees will not be adequate for insurance against mechanic’s lien claims by those materialmen, subcontractors, employees or laborers.

Section 4 of each of these endorsements contains exceptions from the coverage of Section 3. In each case, Section 4 begins:

4. This policy does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees or expenses) by reason of any Mechanic’s Lien arising from services, labor, material or equipment:
  - a. furnished after Date of Coverage; or

ALTA Endorsement — Form 32.2  
(Construction Loan – Insured’s Direct Payment – 07/01/21)

**ENDORSEMENT 32.2 – CONSTRUCTION LOAN – INSURED’S DIRECT PAYMENT**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. Covered Risk 11.a. of this policy is deleted.
2. The insurance [for Construction Loan Advances] added by Section 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the policy, the provisions of the Conditions, and the exceptions contained in Schedule B. For the purposes of this endorsement and each subsequent Disbursement Endorsement:
  - a. “Construction Loan Advance”: An advance that constitutes Indebtedness made on or before the Date of Coverage for the purpose of financing in whole or in part the construction of improvements on the Land.
  - b. “Date of Coverage”: \_\_\_\_\_ [Drafting Instructions: Insert Specific Date] unless the Company sets a different Date of Coverage by an ALTA 33-06 Disbursement Endorsement issued at the discretion of the Company.
  - c. “Mechanic’s Lien”: Any statutory lien or claim of lien under State law, affecting the Title, that arises from services provided, labor performed, or materials or equipment furnished.
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 as security for each Construction Loan Advance made on or before the Date of Coverage;
  - b. The lack of priority of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on the Title recorded in the Public Records and not shown in Schedule B; and
  - c. The lack of priority of the lien of the Insured Mortgage, as security for each Construction Loan Advance made on or before the Date of Coverage over any Mechanic’s Lien, if notice of the Mechanic’s Lien is not filed or recorded in the Public Records, but only to the extent that direct payment to the Mechanic’s Lien claimant for the charges for the services, labor, materials, or equipment for which the Mechanic’s Lien is claimed has been made by the Insured or on the Insured’s behalf on or before the Date of Coverage.
4. This policy does not insure against loss or damage and the Company will not pay costs, attorneys’ fees, or expenses by reason of any lien or claim of lien arising from services, labor, materials, or equipment:
  - a. Furnished after the Date of Coverage; or
  - b. To the extent that the Mechanic’s Lien claimant was not directly paid by the Insured or on the Insured’s behalf.



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Endorsement 32.2 – Construction Loan – Insured’s Direct Payment  
[2021 v. 01.00 (07-01-2021)]

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]

[Date]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**



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### **DISBURSEMENT – FORM 33-06**

ALTA Endorsement — Form 33-06 is available only for loan policies. It is a date down endorsement related to construction draws and is issued in connection with construction loan disbursements.

ALTA Endorsement — Form 33-06  
(Disbursement – 2/3/11)



**ENDORSEMENT 33-06 – DISBURSEMENT**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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 optional]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### IDENTIFIED RISK COVERAGE – FORM 34-06

ALTA Endorsement — Form 34-06 is available for both owner's and loan policies. It provides coverage over loss or damage related to a final decree enforcing an identified risk.

ALTA Endorsement — Form 34-06  
(Identified Risk Coverage – 8/11/11)

**ENDORSEMENT 34-06 – IDENTIFIED RISK COVERAGE**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

1. As used in this endorsement "Identified Risk" means: [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, Section 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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### **IDENTIFIED EXCEPTION & IDENTIFIED RISK COVERAGE – FORM 34.1**

The current, preferred form that is an update (on the 34) with the same coverage. The 34.1 is intended to provide a better format with some drafting instructions so the Identified Risk will be more accurately described. The 34 is not being de-certified by ALTA at this time.

ALTA Endorsement — Form 34.1  
(Identified Exception & Identified Risk Coverage – 7/1/21)



**ENDORSEMENT 34.1- IDENTIFIED EXCEPTION & IDENTIFIED RISK COVERAGE**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

- 1. 1. As used in this endorsement, the following terms mean:
  - a. "Identified Exception": Exception \_\_\_\_ of Schedule B.
  - b. "Identified Risk": The consequences specified below that may result from the exercise or enforcement of the matter described in the Identified Exception:

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(DRAFTING INSTRUCTION: Insert the specific consequences potentially arising out of the Identified Exception (e.g., enforcement of a specific covenant in a set of covenants described in the Identified Exception or foreclosure of a lien described in the Identified Exception) against which you intend to insure)

- 2. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. the exercise or enforcement of an Identified Risk specified in Section 1.b. by an adverse party; or
  - b. the release of a prospective purchaser or lessee of the Title or a lender on the Title from the obligation to purchase, lease, or lend, as a result of the Identified Risk arising out of the Identified Exception, 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 will insure over the Identified Risk with the same coverage as in this endorsement.
- 3. This endorsement does not obligate the Company to establish the Title free of the Identified Exception or to eliminate the Identified Risk. The Company does not assume any liability for loss or damage arising out of the Identified Exception other than the Identified Risk. If the Company establishes the Title free of the Identified Risk, Condition 9.a. of the policy 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]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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### **MINERALS AND OTHER SUBSURFACE SUBSTANCES – BUILDINGS – FORM 35-06**

ALTA Endorsement — Form 35-06 is available for both owner's and loan policies. It gives coverage that was previously included in the former ALTA 9 series, but is no longer contained within those endorsements other than the revised ALTA 9-06 and the new ALTA 9.7-06. That coverage includes enforced removal of a building resulting from the future exercise of a mineral right to extract or develop minerals or other subsurface substances. It excludes, contamination, explosion, fire, vibration, fracturing, earthquake or subsidence or negligence by the extracting party.

ALTA Endorsement — Form 35-06  
(Minerals and Other Subsurface Substances – Buildings – 08/01/16)



**ENDORSEMENT 35-06 – MINERALS AND OTHER SUBSURFACE SUBSTANCES – BUILDINGS**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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. 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: 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **MINERALS AND OTHER SUBSURFACE SUBSTANCES – IMPROVEMENTS – FORM 35.1-06**

ALTA Endorsement — Form 35.1-06 is available for both owner’s and loan policies. It gives coverage that was previously included in the former ALTA 9 series, but is no longer contained within those endorsements other than the revised ALTA 9-06 and the new ALTA 9.7-06. That coverage includes enforced removal of a specifically described Improvement resulting from the future exercise of a mineral right to extract or develop minerals or other subsurface substances. It excludes, contamination, explosion, fire, vibration, fracturing, earthquake or subsidence or negligence by the extracting party.

ALTA Endorsement — Form 35.1-06  
(Minerals and Other Subsurface Substances – Improvements – 08/01/16)



Endorsement 35.1-06 – Minerals and Other Subsurface Substances – Improvements  
Adopted 04-02-12, Technical Correction 08-01-16

**ENDORSEMENT 35.1-06 – MINERALS AND OTHER SUBSURFACE SUBSTANCES – IMPROVEMENTS**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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. 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.
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: 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **MINERALS AND OTHER SUBSURFACE SUBSTANCES – DESCRIBED IMPROVEMENTS – FORM 35.2-06**

ALTA Endorsement — Form 35.2-06 is available for both owner’s and loan policies. It gives coverage that was previously included in the former ALTA 9 series, but is no longer contained within those endorsements other than the revised ALTA 9-06 and the new ALTA 9.7-06. That coverage includes enforced removal of an Improvement including any building or structure resulting from the future exercise of a mineral right to extract or develop minerals or other subsurface substances. It excludes, contamination, explosion, fire, vibration, fracturing, earthquake or subsidence or negligence by the extracting party.

ALTA Endorsement — Form 35.2-06  
(Minerals and Other Subsurface Substances – Described Improvements – 08/01/16)



Endorsement 35.2-06 – (Minerals and Other Subsurface Substances – Described Improvements  
Adopted 04-02-12, Technical Correction 08-01-16

**ENDORSEMENT 35.2-06 – MINERALS AND OTHER SUBSURFACE SUBSTANCES – DESCRIBED IMPROVEMENTS**

**Attached to Policy No. \_\_\_\_\_  
Issued by  
LAWYERS TITLE**

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. 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 ( \_\_\_\_\_ )]. \*

\* Instructional note: 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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### **MINERALS AND OTHER SUBSURFACE SUBSTANCES – LAND UNDER DEVELOPMENT – FORM 35.3-06**

ALTA Endorsement — Form 35.3-06 is available for both owner’s and loan policies. It gives coverage that was previously included in the former ALTA 9 series, but is no longer contained within those endorsements other than the revised ALTA 9-06 and the new ALTA 9.7-06. That coverage includes enforced removal of an Improvement or Future Improvement if built according to specific site and elevation plans resulting from the future exercise of a mineral right to extract or develop minerals or other subsurface substances. It excludes, contamination, explosion, fire, vibration, fracturing, earthquake or subsidence or negligence by the extracting party.

ALTA Endorsement — Form 35.3-06  
(Minerals and Other Subsurface Substances – Land Under Development – 08/01/16)



Endorsement 35.3-06 – Minerals and Other Subsurface Substances – Land Under Development  
Adopted 04-02-12, Technical Correction 08-01-16

**ENDORSEMENT 35.3-06 – MINERALS AND OTHER SUBSURFACE SUBSTANCES – LAND UNDER DEVELOPMENT**

**Attached to Policy No. \_\_\_\_\_  
LAWYERS TITLE**

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. For purposes of this endorsement only:
  - a. "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.
  - b. "Future Improvement" means 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.
  - c. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by (*insert name of architect or engineer*) dated \_\_\_\_, last revised \_\_\_\_\_, designated as (*insert name of project or project number*) consisting of \_\_\_\_ sheets.
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 ( \_\_\_\_\_ )]. \*

\* Instructional note: 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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**ENERGY PROJECT – LEASEHOLD/EASEMENT – OWNER’S – FORM 36-06**

ALTA Endorsement — Form 36-06 is available for an owner’s policy only. This form is for use with energy projects (solar or wind, for example) that use a leasehold or easement rights structure. It is similar to the ALTA 13-06 (Leasehold- Owners) coverage and in addition:

- Adds specific energy project definitions
- Adds coverage for insured easement interests that are a common component of energy projects
- Expands the Valuation of title to clarify that loss on a single parcel shall include resulting loss to the integrated project as a whole
- Adds coverage for “Severable Improvements” which is separately available with the previously filed ALTA 31-06 (Severable Improvements)
- Modifies the Additional Items of Loss section to include items appropriate to the energy project transaction
- Adds a limitation that the coverage does not include loss resulting from environmental damage or contamination, to conform to policy provisions

ALTA Endorsement — Form 36-06  
(Energy Project – Leasehold/Easement – Owner’s – 4/2/12)

**ENDORSEMENT 36-06 – ENERGY PROJECT – LEASEHOLD/EASEMENT – OWNER'S**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

1. 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. For purposes of this endorsement only:
  - 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.
  - f. "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 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 (*insert name of architect or engineer*) dated \_\_\_\_, last revised \_\_\_\_\_, designated as (*insert name of project or project number*) consisting of \_\_\_\_ 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 (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.
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 Insured 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.

- 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 Section 8 of the Conditions 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 Section 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 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 8(a)(ii) of the Conditions.

- 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 subeasement grantees on account of the breach of any lease or sublease or easement or subeasement 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.

[Witness clause optional]

## LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**



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**ENERGY PROJECT – LEASEHOLD/EASEMENT – LOAN – FORM 36.1-06**

ALTA Endorsement — Form 36.1-06 is available for a loan policy only. It is for use with energy projects (solar or wind, for example) that use a leasehold or easement rights structure. It is similar to the ALTA 13.1-06 (Leasehold- Loan) coverage and in addition:

- Adds specific energy project definitions
- Adds coverage for insured easement interests that are a common component of energy projects
- Expands the Valuation of title to clarify that loss on a single parcel shall include resulting loss to the integrated project as a whole.
- Adds coverage for “Severable Improvements” which is separately available with the previously filed ALTA 31-06(Severable Improvements)
- Modifies the Additional Items of Loss section to include items appropriate to the energy project transaction
- Adds a limitation that the coverage does not include loss resulting from environmental damage or contamination, to conform to policy provisions

ALTA Endorsement — Form 36.1-06  
(Energy Project – Leasehold/Easement – Loan – 4/2/12)

**ENDORSEMENT 36.1-06 – ENERGY PROJECT – LEASEHOLD/EASEMENT – LOAN**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

1. 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. For purposes of this endorsement only:
  - 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.
  - f. "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 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 (*insert name of architect or engineer*) dated \_\_\_\_\_, last revised \_\_\_\_\_, designated as (*insert name of project or project number*) consisting of \_\_\_\_\_ 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 (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.
  - 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 Section 2 of the Conditions of the policy, the Insured Claimant.





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, (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.
- 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 Section 8 of the Conditions 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 Section 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 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 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 8(a)(iii) of the Conditions:

- 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 subeasement grantees on account of the breach of any lease or sublease or easement or subeasement 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.

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]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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**ENERGY PROJECT – LEASEHOLD – OWNER’S – FORM 36.2-06**

ALTA Endorsement — Form 36.2-06 is available for an owner’s policy only. It is for use with energy projects (solar or wind, for example) that use a leasehold structure. It is similar to the ALTA 13-06 (Leasehold- Owners) coverage and in addition:

- Adds specific energy project definitions
- Expands the "Valuation of Title" to clarify that loss on a single parcel shall include resulting loss to the integrated project as a whole
- Adds coverage for “Severable Improvements” which is separately available with the previously filed ALTA 31-06 (Severable Improvements)
- Modifies the Additional Items of Loss section to include items appropriate to the energy project transaction
- Adds a limitation that the coverage does not include loss resulting from environmental damage or contamination, to conform to policy provisions

ALTA Endorsement — Form 36.2-06  
(Energy Project – Leasehold – Owner’s – 4/2/12)

**ENDORSEMENT 36.2-06 – ENERGY PROJECT – LEASEHOLD – OWNER’S**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

1. 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. For purposes of this endorsement only:
  - 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.
  - c. “Evicted” or “Eviction” means (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of any Lease or (b) the lawful prevention of the use of the Land 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.
  - 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. “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.
  - g. “Plans” means the survey, site and elevation plans or other depictions or drawings prepared by (insert name of architect or engineer) dated \_\_\_\_\_, last revised \_\_\_\_\_, designated as (insert name of project or project number) consisting of \_\_\_\_\_ 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.
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 Insured 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.
  - 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 Section 8 of the Conditions 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 Section 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 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 8(a)(ii) of the Conditions.

- 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 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.



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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]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**



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**ENERGY PROJECT – LEASEHOLD – LOAN – FORM 36.3-06**

ALTA Endorsement — Form 36.3-06 is available for a loan policy only. It is for use with energy projects (solar or wind, for example) that use leasehold structure. It is similar to the ALTA 13.1-06 (Leasehold- Loan) coverage and in addition:

- Adds specific energy project definitions
- Expands the "Valuation of Title" to clarify that loss on a single parcel shall include resulting loss to the integrated project as a whole.
- Adds coverage for "Severable Improvements" which is separately available with the previously filed ALTA 31-06 (Severable Improvements)
- Modifies the Additional Items of Loss section to include items appropriate to the energy project transaction
- Adds a limitation that the coverage does not include loss resulting from environmental damage or contamination, to conform to policy provisions

ALTA Endorsement — Form 36.3-06  
(Energy Project – Leasehold – Loan – 4/2/12)

**ENDORSEMENT 36.3-06 – ENERGY PROJECT – LEASEHOLD – LOAN**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

1. 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. For purposes of this endorsement only:
  - 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.
  - c. "Evicted" or "Eviction" means (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of any Lease or (b) the lawful prevention of the use of the Land 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.
  - 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. "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.
  - g. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by (*insert name of architect or engineer*) dated \_\_\_\_, last revised \_\_\_\_\_, designated as (*insert name of project or project number*) consisting of \_\_\_\_ 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.
  - 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 Section 2 of the Conditions of the policy, the Insured Claimant.
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 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.





- 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 Section 8 of the Conditions 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 Section 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 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 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 8(a)(iii) of the Conditions:

- 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.

[Witness clause optional]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**



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**ENERGY PROJECT – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT – OWNER’S – FORM 36.4-06**

ALTA Endorsement — Form 36.4-06 is available for an owner’s policy only. It is for use with policies insuring new construction of energy projects (solar or wind, for example). It is similar to the ALTA 9.8-06 (Covenants, Conditions and Restrictions – Land Under Development-Owners) coverage and includes the following coverage:

- Adds specific energy project definitions
- Adds coverage for violation of an enforceable Covenant unless shown in Schedule B
- Adds coverage for enforced removal as a result of a building setback encroachment not shown as an exception on Schedule B.
- Adds coverage for loss occasioned by a recorded notice of a violation of a covenant relating to environmental protection if not shown as an exception on Schedule B.
- Includes a limitation that the coverage does not include loss resulting from covenants contained in an easement or lease, any obligation to perform maintenance or any covenant pertaining to environmental damage or contamination.

ALTA Endorsement — Form 36.4-06  
(Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Owner’s – 4/2/12)

**ENDORSEMENT 36.4-06 – ENERGY PROJECT – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT – OWNER'S**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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 purposes of this endorsement only:
  - 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.
  - c. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by (*insert name of architect or engineer*) dated \_\_\_\_, last revised \_\_\_\_\_, designated as (*insert name of project or project number*) consisting of \_\_\_\_ sheets.
  - 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 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.
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
  - 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 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.



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Endorsement 36.4-06 – Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Owner’s  
Adopted 04-02-12

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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]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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**ENERGY PROJECT – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT LOAN – FORM 36.5-06**

ALTA Endorsement — Form 36.5-06 is available for a loan policy only. It is for use with policies insuring energy projects (solar or wind, for example). It is similar to the ALTA 9.7-06 (Covenants, Conditions and Restrictions – Land Under Development-Loan) and includes the following coverage:

- Adds specific energy project definitions.
- Includes coverage for violations of covenants that divest, subordinate or extinguish the Insured Mortgage.
- Adds coverage for violation of an enforceable Covenant unless disclosed in Schedule B.
- Adds coverage for enforced removal as a result of a building setback encroachment not shown as an exception on Schedule B.
- Adds coverage for loss occasioned by a recorded notice of a violation of a covenant relating to environmental protection if not shown as an exception on Schedule B.
- Includes a limitation that the coverage does not include loss resulting from covenants contained in an easement or lease, any obligation to perform maintenance or any covenant pertaining to environmental damage or contamination.

ALTA Endorsement — Form 36.5-06  
(Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Loan – 4/2/12)

**ENDORSEMENT 36.5-06 – ENERGY PROJECT – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT – LOAN**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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 purposes of this endorsement only:
  - 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.
  - c. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by (insert name of architect or engineer) dated \_\_\_\_\_, last revised \_\_\_\_\_, designated as (insert name of project or project number) consisting of \_\_\_\_\_ sheets.
  - 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 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.
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 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.





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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 optional]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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**ENERGY PROJECT – ENCROACHMENTS – FORM 36.6-06**

ALTA Endorsement — Form 36.6-06 is available for both owner’s and loan policies. It is for use with policies insuring energy projects (solar or wind, for example). It is similar to coverage contained in the ALTA 28.1-06 (Encroachments –Boundaries and Easements) and it includes the following coverage:

- Adds specific energy project definitions
- Coverage for the loss occasioned by the existence of an encroachment by improvements onto a neighboring property or onto an easement area within the insured Land, other than as disclosed in Schedule B exceptions.
- The loss occasioned by the existence of an encroachment by a neighboring improvement onto the insured Land, other than as disclosed in Schedule B exceptions
- Enforced removal of or damage to insured Improvements based upon the encroachment into the easement area or onto neighboring property.
- This form also allows the exclusion of a listed encroachment from the enforced removal and damage coverage.

ALTA Endorsement — Form 36.6-06  
(Energy Project – Encroachments – 08/01/16)

**ENDORSEMENT 36.6-06 – ENERGY PROJECT – ENCROACHMENTS**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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 purposes of this endorsement only:
  - a. "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. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by (*insert name of architect or engineer*) dated \_\_\_\_, last revised \_\_\_\_\_, designated as (*insert name of project or project number*) consisting of \_\_\_\_ sheets.
  - 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.
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 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 contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.



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Endorsement 36.6-06 – Energy Project – Encroachments  
Adopted 04-02-12, Technical Correction 08-01-16

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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]

## LAWYERS TITLE

By: \_\_\_\_\_

**Authorized Signatory**



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**ENERGY PROJECT – ENCROACHMENTS – FORM 36.7-06**

Forms 36.7-06 (Energy Project – Fee Estate – Owner’s)

These endorsement forms provide coverage to an owner on an energy project which uses a fee ownership of the Land structure. The loss may be triggered by “ejectment” from the Land (presumably as a trespasser because the Title is found to be different than insured.) These endorsement forms:

- Add specific energy project definitions.
- Expand the “Valuation of Title” to clarify that loss on a single parcel shall include resulting loss to the integrated project as a whole.
- Add coverage for “Severable Improvements” which is separately available with the previously filed ALTA 31-06 (Severable Improvements) form.
- Modify the “Additional items of loss” section to include items appropriate to the energy project transaction.
- Add a limitation that the coverage does not include loss resulting from environmental damage or contamination, to conform to policy provisions.

ALTA Endorsement — Form 36.7-06  
(Energy Project – Fee Estate – Owner’s – 12/01/14)

**ENDORSEMENT 36.7-06 – ENERGY PROJECT – FEE ESTATE – OWNER’S POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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. For purposes of this endorsement only:
  - 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.
  - 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.
  - d. “Plans” means the survey, site and elevation plans or other depictions or drawings prepared by *(insert name of architect or engineer)* dated \_\_\_\_\_, last revised \_\_\_\_\_, designated as *(insert name of project or project number)* consisting of \_\_\_\_\_ sheets.
  - 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.
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, if applicable, (ii) 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 Section 8 of the Conditions 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 Section 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.

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 Section 8(a)(ii) of the Conditions.

- 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.
  - 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.



Endorsement 36.7-06 – Energy Project – Fee Estate – Owner’s Policy  
Adopted 12-01-14

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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]

**LAWYERS TITLE**

By: \_\_\_\_\_

**Authorized Signatory**



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**ENERGY PROJECT – ENCROACHMENTS – FORM 36.8-06**

Form 36.8-06 (Energy Project – Fee Estate – Loan)

These endorsement forms provide coverage to a lender on an energy project which uses a fee ownership of the Land structure. The loss may be triggered by “ejectment” from the Land (presumably as a trespasser because the Title is found to be different than insured.) These endorsement forms:

- Add specific energy project definitions.
- Expand the “Valuation of Title” to clarify that loss on a single parcel shall include resulting loss to the integrated project as a whole.
- Add coverage for “Severable Improvements” which is separately available with the previously filed ALTA 31-06 (Severable Improvements) form.
- Modify the “Additional items of loss” section to include items appropriate to the energy project transaction.
- Add a limitation that the coverage does not include loss resulting from environmental damage or contamination, to conform to policy provisions.

ALTA Endorsement — Form 36.8-06  
(Energy Project – Fee Estate – Loan – 12/01/14))

**ENDORSEMENT 36.8-06 – ENERGY PROJECT – FEE ESTATE – LOAN POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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. For purposes of this endorsement only:
  - 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.
  - 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.
  - d. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by (*insert name of architect or engineer*) dated \_\_\_\_\_, last revised \_\_\_\_\_, designated as (*insert name of project or project number*) consisting of \_\_\_\_ sheets.
  - 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.
  - 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 2 of the Conditions of the policy, the Insured Claimant.
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, if applicable, (ii) 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 Section 8 of the Conditions 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 Section 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.

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 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 8(a)(iii) of the Conditions:

- 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.
  - 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.



Endorsement 36.8-06 – Energy Project – Fee Estate – Loan Policy  
Adopted 12-01-14

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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]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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### **ASSIGNMENT OF RENTS OR LEASES – FORM 37-06**

An assignment of rents and leases is an assignment of a non real estate interest, even though the assignments are usually recorded in the Public Records. As a consequence, title insurers cannot insure the validity, enforceability or priority of the assignment or include the assignment as an insured document in Schedule A. So the ALTA 37-06 endorsement insures against a defect in the execution of the assignment or the existence of a competing assignment recorded in the Public Records at the Date of Policy.

ALTA Endorsement — Form 37-06  
(Assignment of Rents or Leases – 12/3/12)

**ENDORSEMENT 37-06 – ASSIGNMENT OF RENTS OR LEASES**

**Attached to Policy No.  
Issued by  
LAWYERS TITLE**

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 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 optional]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**





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## MORTGAGE TAX – FORM 38-06

Many jurisdictions impose a mortgage transfer tax to record mortgages, and lenders face a risk that the mortgage may not be enforceable if the mortgage tax was not paid in full. The negotiations over the correct amount of mortgage tax may be complex. Imagine a \$100,000,000 loan secured by mortgages on ten separate properties located in different states in 2010. Also imagine that the total value of the properties exceeds \$200,000,000, so the loan to value ratio is about fifty percent of the value of each parcel. The borrower should be able to persuade the Recorder that the allocated value for a site is \$10,000,000, even though the mortgage secures \$100,000,000 on a site worth \$20,000,000 by appraisal. Later, upon foreclosure, imagine that the site is valued at \$30,000,000, but the economy has improved since 2010. The recorder is suspicious and demands additional mortgage tax.

The mortgage tax is the responsibility of the Insured lender, so the title insurer cannot pay the additional tax, but it may insure that the mortgage is valid, enforceable and has priority as of its closing when the Insured pays the additional tax where state law supports this position.

Section 2 of the ALTA 38-06 endorsement defines “Mortgage Tax” as a “recording, registration or related tax or charge required to be paid when the Insured Mortgage is recorded in the Public Records.” Section 3 adds the insurance. It provides:

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
  - c. The Indebtedness resulting from the failure to pay, at the time of recording, any portion of the Mortgage Tax.

Section 4 excludes liability of the title insurer from a failure of the Insured to pay the Mortgage Tax. Section 5 excludes the title insurer from liability to pay the Mortgage Tax.

**ENDORSEMENT 38-06 – MORTGAGE TAX**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

1. 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.
2. 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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**POLICY AUTHENTICATION – FORM 39-06**

The time for pre-printed endorsements is passing. Most issuing offices produce policy schedules and endorsements on their local printer. Commercial offices often produce and distribute policies and endorsements in electronic form. So endorsements are frequently issued without “wet signatures” to authenticate them. Section 14 (c) of the Conditions requires that “Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.” Some title insurance customers have expressed concern that these emerging practices do not comply with Section 14(c). Title insurers have responded with endorsements, often unsigned, that ratify endorsements issued without wet signatures. An authentication endorsement poses problems for title insurers because many commercial customers ask for pro-forma policies before the closing, and adding an authentication endorsement to the pro-forma might be construed as activating the pro-forma policy before the commitment requirements have been met, which is not the intent of the parties.

It should not be added to Pro Forma policies.

Note: The 2021 ALTA Owner's and Loan Policies explicitly include coverage for policies issued electronically or lacking signature, so the ALTA 39 endorsement is moot for the 2021 policies, even though ALTA has not de-certified it at this time. The following language appears on Schedule A of both the Owner's and Loan Policies: ‘This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.’

ALTA Endorsement — Form 39-06  
(Policy Authentication – 4/2/13)

**ENDORSEMENT 39-06 – POLICY AUTHENTICATION**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **TAX CREDIT – OWNER’S POLICY – FORM 40-06**

The ALTA Form 40-06 endorsement runs to the benefit of the individual tax credit investors. The ability to gain tax benefits by investing in certain types of real estate projects encourages that type of private money for projects that may have public purposes. It is not limited to a specific type of tax credit, i.e., it can be used for any tax credit benefit for which an investor might qualify under the Internal Revenue Code or any other state or local tax law. The endorsement provides that the policy coverage runs to the investor, therefore the Insured must consent to an assignment of proceeds under the policy. The endorsement covers a loss which arises solely as a result of the loss of the credit based upon the normal policy coverages. The party insured under the endorsements must prove the existence of the loss and the amount of the loss as a result of the title defect.

ALTA Endorsement — Form 40-06  
(Tax Credit – Owner’s Policy – 4/2/14)

**ENDORSEMENT 40-06 – TAX CREDIT – OWNER'S POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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.
2. For purposes of this endorsement only:
  - a. "Tax Credit Investor" means \_\_\_\_\_.
  - 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.
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 Section 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 Section 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 Section 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 Section 10 of the Conditions.



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Endorsement 40-06 – Tax Credit – Owner's Policy  
Adopted 04-02-14

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.

[Witness clause optional]

**Agreed and Consented to:**

\_\_\_\_\_  
**Insured**

\_\_\_\_\_  
**[Tax Credit Investor]**

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**





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### **TAX CREDIT – DEFINED AMOUNT – OWNER’S POLICY – FORM 40.1-06**

Coverage is similar to the 40-06 however, the additional amount of insurance noted under this endorsement runs to the investor. It is intended for those unique situations in which the Tax Credit Investor wants a specific, defined, maximum amount of coverage for its estimated tax credit benefit. That amount is denoted in the endorsement as “Additional Amount of Insurance” and is an amount attributable only to loss of a Tax Credit Benefit. It leaves the Amount of Policy paid to the Insured unaffected by payment of any tax credit loss as the Additional Amount of Insurance.

ALTA Endorsement — Form 40.1-06  
(Tax Credit – Defined Amount – Owner’s Policy – 4/2/14)



**ENDORSEMENT 40.1-06 – TAX CREDIT – DEFINED AMOUNT – OWNER’S POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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.
2. For purposes of this endorsement only:
  - a. “Tax Credit Investor” means \_\_\_\_\_.
  - 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.
  - c. “Additional Amount of Insurance” means \$\_\_\_\_\_. 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.
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.

[Witness clause optional]

**LAWYERS TITLE**

**By: \_\_\_\_\_**  
**Authorized Signatory**



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### **WATER-BUILDINGS – FORM 41-06**

This endorsement provides insurance with respect to damage to existing improvements because of “use of the surface for extraction or development of water” and is intended for use in some western States. This endorsement insures against loss or damage “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.” The endorsement does not insure against adverse ownership of such water rights or insure title to water. The endorsement insures as to damage to buildings on the Land at Date of Policy.

ALTA Endorsement — Form 41-06  
(Water-Buildings – 12/2/13)



**ENDORSEMENT 41-06 – WATER – BUILDINGS**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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. 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: 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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### **WATER-IMPROVEMENTS – FORM 41.1-06**

Coverage is similar to the 41-06 however this endorsement insures as to damage to defined Improvements (including building and surface structures) on the Land at Date of Policy.

ALTA Endorsement — Form 41.1-06  
(Water-Improvements – 12/2/13)



**ENDORSEMENT 41.1-06 – WATER – IMPROVEMENT**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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. 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.
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: 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]

**LAWYERS TITLE**

**By: \_\_\_\_\_**  
**Authorized Signatory**



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### **WATER-DESCRIBED IMPROVEMENTS – FORM 41.2-06**

Coverage is similar to the 41-06 however this endorsement insures as to damage to Described Improvements listed in the endorsement or attached as an exhibit that are on the Land at Date of Policy.

ALTA Endorsement — Form 41.2-06  
(Water-Described Improvements – 12/2/13)



**ENDORSEMENT 41.2-06 – WATER – DESCRIBED IMPROVEMENTS**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

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. 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: 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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### **WATER-LAND UNDER DEVELOPMENT – FORM 41.3-06**

Coverage is similar to the 41-06 however this endorsement insures as to damage to Improvements and Future Improvements to be constructed on or affixed to the Land in the locations according to the Plans.

ALTA Endorsement — Form 41.3-06  
(Water-Land Under Development – 12/2/13)

**ENDORSEMENT 41.3-06 – WATER – LAND UNDER DEVELOPMENT**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

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. For purposes of this endorsement only:
  - a. "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.
  - b. "Future Improvement" means 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.
  - c. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by (*insert name of architect or engineer*) dated \_\_\_\_\_, last revised \_\_\_\_\_, designated as (*insert name of project or project number*) consisting of \_\_\_\_\_ sheets.
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: 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]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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**COMMERCIAL LENDER GROUP – FORM 42-06**

The ALTA Loan Policy is designed for a single lender as the Insured and owner of all of the Indebtedness. However, in many commercial mortgages, a group of lending institutions participate in funding the Indebtedness, and many participants ask for an acknowledgment in the policy of their participation. The policy defines Insured as “the owner of the Indebtedness and each successor in ownership of the Indebtedness” but does not indicate how this may work if there is more than one owner of the Indebtedness. The ALTA 42-06 (Commercial Lender Group) defines ‘Lender Group’ and ‘Participant’ and designates Participants as Insureds, so the policy will describe the lending structure. The definition of Participant carves out a “non-insured obligor,” so the borrower cannot become an Insured.

Section 3 of the endorsement gives coverage for changes in the composition of the Lender Group with respect to the validity, enforceability and priority of the Insured Mortgage. Finally, Section 4 of the endorsement parallels Condition Section 1(e)(ii), in the definition of ‘Insured,’ to reserve all rights and defenses that the Company has against any Insured as to any Participant unless the Participant acquired its portion of the Indebtedness without Knowledge of the matter asserted in a claim.

The ALTA 42-06 only applies to transactions if the land is not developed with a one-to-four family residential dwelling so it may not be used to insure secondary market loan structures.

This endorsement is for Loan Policies only.

ALTA Endorsement — Form 42-06  
(Commercial Lender Group Endorsement – 12/2/13)

**ENDORSEMENT 42-06 – COMMERCIAL LENDER GROUP ENDORSEMENT**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

1. The insurance provided by this endorsement is
  - a. subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy, and
  - b. only effective if the Land is not improved with a one-to-four family residential dwelling.
2. For the purposes of this endorsement only:
  - a. "Lender Group" means a group of lenders owning portions of the Indebtedness. The composition of the Lender Group may change by the addition or withdrawal of Participants during the term of the Insured Mortgage.
  - b. "Participant" means a member of the Lender Group, but does not include a non-insured obligor as described in Section 12(c) of the Conditions. A Participant is an Insured under the policy to the extent of its ownership of a portion of the Indebtedness, whether it acquires its portion of the Indebtedness on or after Date of 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 caused by transfers after the Date of Policy of portions of the Indebtedness by the Participants.
  - b. Loss of priority of the lien of the Insured Mortgage, which loss of priority is caused by transfers after the Date of Policy of portions of the Indebtedness by the Participants.
4. The Company reserves all rights and defenses as to any Participant that the Company would have had against any other Insured under the policy, unless the Participant acquired its portion of the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this 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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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**ANTI-TAINT- FORM 43-06**

Commercial loan credit facilities often include several different loan types within a single credit or loan agreement, the obligations under which are to be secured by a mortgage or trust deed to secure debt that will constitute the “Insured Mortgage.” The most common combination of loan types would provide for both a “term loan” and a “revolving credit loan” in the same credit or loan agreement. One of the features of a revolving credit loan is the ability of the borrower to borrow from time-to-time up to a specified dollar limit, pay back portions or all of the amounts previously borrowed, and then subsequently re-borrow amounts up to the specified dollar limit. This feature of a revolving credit loan stands in contrast to a term loan which typically involves a single borrowing up to the maximum principal dollar amount committed that will be paid back over time. This endorsement provides the lender with coverage against the risk of loss of priority of the lien of the Insured Mortgage as security for the term loan component of the credit facility resulting from the unique features of the revolving credit loan component of the same credit facility. In other words, the existence or provisions of the Revolving Loan will not “taint” the priority of the Term Loan.

This endorsement is for Loan Policies only.

ALTA Endorsement — Form 43-06  
(Anti-Taint Endorsement – 12/2/13)

**ENDORSEMENT 43-06 – ANTI-TAINT**

**Attached to Policy No.** \_\_\_\_\_  
**Issued by**  
**LAWYERS TITLE**

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. For the purposes of this endorsement only:
  - a. "Loan Agreement" means [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.
  - c. "Term Loan" means the portion of the Indebtedness that is a term loan facility as more particularly defined in the Loan Agreement.
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]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**



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**INSURED MORTGAGE RECORDING – LOAN – FORM 44-06**

Covered Risk 14 of the 2006 ALTA Loan Policy provides coverage against the risk that title defects attach during any “gap” period between the date when the lender funds its loan and the date when the Insured Mortgage is recorded in the land records where the settlement date occurs prior to completion of the recording function.

In these “table funding” or “gap closing” transactions, subject to satisfaction of underwriting requirements to insure through the gap period, the 2006 ALTA Loan Policy was designed so it can be issued at the closing even though the necessary recording function has not yet been completed. However, when the Loan Policy is delivered prior to recording the insurer would not have the recording information to insert in paragraph 4 of Schedule A where the Insured Mortgage is identified.

Issued after the fact, this endorsement insures lenders against loss or damage of the failure of the insured mortgage to have been recorded and gives them the recording information. The endorsement facilitates prompt issuance of the title insurance policy, by indemnifying the Insured against the risk of failure to record and amends Schedule A to reflect the needed recording information when the final Loan Policy was issued at settlement with the recording function taking place after the settlement.

This endorsement is for Loan Policies only.

ALTA Endorsement — Form 44-06  
(Insured Mortgage Recording – Loan – 12/2/13)



**ENDORSEMENT 44-06 – INSURED MORTGAGE RECORDING – LOAN**

**Attached to Policy No. \_\_\_\_\_  
Issued by  
LAWYERS TITLE**

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]:  
 Mortgagor:  
 Mortgagee:  
 Dated:  
 Recorded:  
 Recording/Instrument 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 optional]

**LAWYERS TITLE**

**By:** \_\_\_\_\_  
**Authorized Signatory**





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**PARI PASSU MORTGAGE – FORM 45-06**

When 2 different mortgagees agree to share the same priority, they are termed “pari passu”. It means they share priority equally and without preference regardless of their recording order. This endorsement addresses the needs of lenders who are obtaining co-equal lien priority with other lenders relating to a specific parcel or parcels of real property collateral of a debtor. The endorsement insures against loss by reason of the unenforceability of the lien resulting solely from the agreement to share priority, and the lack of equal priority among the mortgages. It also requires that the pari passu lenders must simultaneously foreclose their mortgages and abide by the terms of the Intercreditor Agreement. The agreement between creditors must be recorded.

ALTA Endorsement — Form 45-06  
(Pari Passu Mortgage – 12/1/14)

**ENDORSEMENT 45-06 – PARI PASSU MORTGAGE – LOAN POLICY**

**Attached to Policy No. \_\_\_\_\_**  
**Issued by**  
**LAWYERS TITLE**

1. 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.
2. For the purpose of this endorsement only:
  - 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.
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.



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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]

### LAWYERS TITLE

By: \_\_\_\_\_  
**Authorized Signatory**



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### **OPTION – FORM 46-06**

This endorsement is designed to provide insurance as to the execution of an option to purchase the Land and that there are no other recorded rights granted to another party. Options must be coupled with an estate or interest in the Land that is being insured in the underlying policy, such as a leasehold estate in the option holder. A “bare” or “naked” option, not coupled with an insurable interest in the Land, is not usually insurable as a separate interest.

ALTA Endorsement — Form 46-06  
(Option Endorsement – 8/1/15)

**ENDORSEMENT 46-06 – OPTION**

**Attached to Policy No.** \_\_\_\_\_  
**Issued By**  
**LAWYERS TITLE**

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. For the purposes of this endorsement:
  - a. "Option" means the document recorded in the Public Records on *(Insert date of recording)* at: *(Insert recording information)*.
  - b. "Option Parcel" means the Land [or that portion of the Land] described in Schedule A [as: *(Insert land description)*].
  - c. "Optionor" means the person who executed the Option as the grantor.
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, or creditors' rights laws; 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.

[Witness clause optional]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**



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### **OPERATIVE LAW – 2006 OWNER’S POLICY – FORM 47**

### **OPERATIVE LAW – 2006 LOAN POLICY – FORM 47.1**

The ALTA 2006 Policies provide that the law of the jurisdiction where the Land is located will control. Following the U.S. Supreme Court decision in *McGirt v. Oklahoma*, the ALTA 47 series was adopted to confirm that “State” law controls rather than tribal law.

The ALTA 47 Series is only available for the ALTA 2006 Policies of Title Insurance. The ALTA 2021 Policies of Title Insurance include these coverages in the jacket

ALTA Endorsement — Form 47  
Operative Law – 2006 Owner’s Policy – 4/2/21)  
ALTA Endorsement — Form 47.1  
Operative Law – 2006 Loan Policy – 4/2/21)



**ENDORSEMENT 47 – OPERATIVE LAW – 2006 OWNER’S POLICY**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

1. The following definitions are added to Condition 1:
  - l. "State" and "state": The state or Commonwealth of the United States within whose exterior boundaries the Land is located. The terms "State" and "state" also include the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - m. "Tribe": Any federally or State recognized Indian tribe, band, nation, community, or other organized group having a government-to-government relationship with the United States or a State.
2. Condition 17 is deleted and replaced with the following:
  17. CHOICE OF LAW; FORUM
    - a. Choice of Law: The Insured acknowledges that the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State. Therefore, the court or an arbitrator shall apply the law of the State, or to the extent it controls, federal law, to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In no case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of a Tribe.
    - b. Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State court or a United States federal court having appropriate jurisdiction.
- [ 3. The following is added as an Exclusion from Coverage:
  6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.]

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]

[DATE]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**





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**ENDORSEMENT 47.1 – OPERATIVE LAW – 2006 LOAN POLICY**

**This endorsement is issued as part of  
Policy Number \_\_\_\_\_  
issued by  
LAWYERS TITLE**

- 1. The following definitions are added to Condition 1:
  - n. "State" and "state": The state or Commonwealth of the United States within whose exterior boundaries the Land is located. The terms "State" and "state" also include the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - o. "Tribe": Any federally or State recognized Indian tribe, band, nation, community, or other organized group having a government-to-government relationship with the United States or a State.
- 2. Condition 16 is deleted and replaced with the following:
  - 16. CHOICE OF LAW; FORUM
    - a. Choice of Law: The Insured acknowledges that the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State. Therefore, the court or an arbitrator shall apply the law of the State, or to the extent it controls, federal law, to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In no case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of a Tribe.
    - b. Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State court or a United States federal court having appropriate jurisdiction.
- [3. The following [are][is] added as[ an] Exclusion[s] from Coverage:
  - 8. [Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.]
  - [9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.]]

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]

[DATE]

**LAWYERS TITLE**

By: \_\_\_\_\_  
**Authorized Signatory**

