

---

**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

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]

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

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

Authorized Signatory

365

**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

1. The term "Land" as defined in this policy includes the manufactured housing unit located on the land described in Schedule A at Date of Policy.
2. Unless excepted in Schedule B, the Company insures against loss or damage, sustained by the Insured if, at 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 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,
    - (iv) other personal property lien.
  - (e) The lien of the Insured Mortgage is not enforceable against the Land.
  - (f) The lien of the Insured Mortgage is not enforceable in a single foreclosure procedure.

[Witness Clause Optional]

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

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

366

**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

1. The term "Land" as defined in this policy includes the manufactured housing unit located on the land described in Schedule A at Date of Policy.
2. Unless excepted in Schedule B, the Company insures against loss or damage, sustained by the Insured if, at 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,
    - (iv) other personal property lien.

[Witness Clause Optional]

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

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

Authorized Signatory

367



*First American  
Title Insurance Company*

**CLTA FORM 116.6 MANUFACTURED HOUSING UNIT**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company agrees that the Manufactured Housing Unit described below is included within the term "land" when used in this policy:

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date: \_\_\_\_\_**

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 116.6 (11-18-82)

Manufactured Housing Unit Endorsement

CLTA or ALTA - Owner or Lender

368

---

**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company agrees that the Manufactured Housing Unit described below is included within the term "Land" when used in 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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

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

369



**First American  
Title Insurance Company**

**CLTA FORM 119 VALIDITY OF LEASE IN SCHEDULE B**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the insured against loss which the insured shall sustain by reason of any defect in the execution of the lease referred to in paragraph of Part II of Schedule B of the policy, which lease is shown in its order of priority of record.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date: \_\_\_\_\_**

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 119 (Rev. 9-10-93)

ALTA or CLTA - Lender

370

---

**ENDORSEMENT**

**Attached to Policy No.**

**Issued by**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by reason of any defect in the execution of the lease referred to in paragraph \_\_\_\_ of Schedule B of the policy, which lease is shown in its order of priority of record.

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**Dated:**

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

**Authorized Signatory**

371



*First American  
Title Insurance Company*

**CLTA FORM 119.1 LEASEHOLD POLICY, ADDITIONAL EXCEPTIONS**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

Part I of Schedule B of said policy is hereby amended by the addition of the following paragraphs numbered 6 and 7:

6. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessors in the lease or leases described or referred to in Schedule \_\_\_\_\_.

7. The effect of any failure to comply with the terms, covenants and conditions of the lease or leases described or referred to in Schedule \_\_\_\_\_.

If this endorsement is attached to a CLTA Standard Coverage Policy - 1973, then in that event, the foregoing references to paragraphs numbered 6 and 7 shall be deemed to refer to paragraphs numbered 10 and 11.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsement thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 119.1 (Rev. 2-10-88)

CLTA-Owner or Lender-Leasehold

372



*First American  
Title Insurance Company*

**CLTA FORM 119.2 VALIDITY AND PRIORITY OF LEASE**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of the failure of the lease shown in paragraph \_\_\_\_\_ of Schedule B to be valid and subsisting at Date of Policy, subject only to the matters shown in Schedule B, and having the priority as therein shown.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 119.2 (Rev. 6-14-96)

ALTA - Lender

373

---

**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by reason of the failure of the lease shown in paragraph \_\_\_\_\_ of Schedule B to be valid and subsisting at Date of Policy, subject only to the matters shown in Schedule B, and having the priority as therein shown.

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

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

374



*First American  
Title Insurance Company*

**CLTA FORM 119.3 PRIORITY OF LEASE**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of the failure of the lease shown in paragraph \_\_\_\_\_ of Schedule B to be shown in its order of priority except with respect to the deed of trust recorded \_\_\_\_\_ which has been subordinated to the insured mortgage.

No coverage is provided by this endorsement by reason of any claim that the lease shown in paragraph \_\_\_\_\_ of Schedule B is either senior or equal in priority to the deed of trust shown in paragraph \_\_\_\_\_ of Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 119.3 (Rev. 6-14-96)

ALTA - Lender

375

---

**ENDORSEMENT**

**Attached to Policy No.**

**Issued by**

***FIRST AMERICAN TITLE INSURANCE COMPANY***

The Company insures against loss or damage sustained by reason of the failure of the lease shown in paragraph \_\_\_\_\_ of Schedule B to be shown in its order or priority except with respect to the deed of trust recorded \_\_\_\_\_ which has been subordinated to the insured mortgage.

No coverage is provided by this endorsement by reason of any claim that the lease shown in paragraph \_\_\_\_\_ of Schedule B is either senior or equal to priority to the deed of trust shown in paragraph \_\_\_\_\_ of 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.

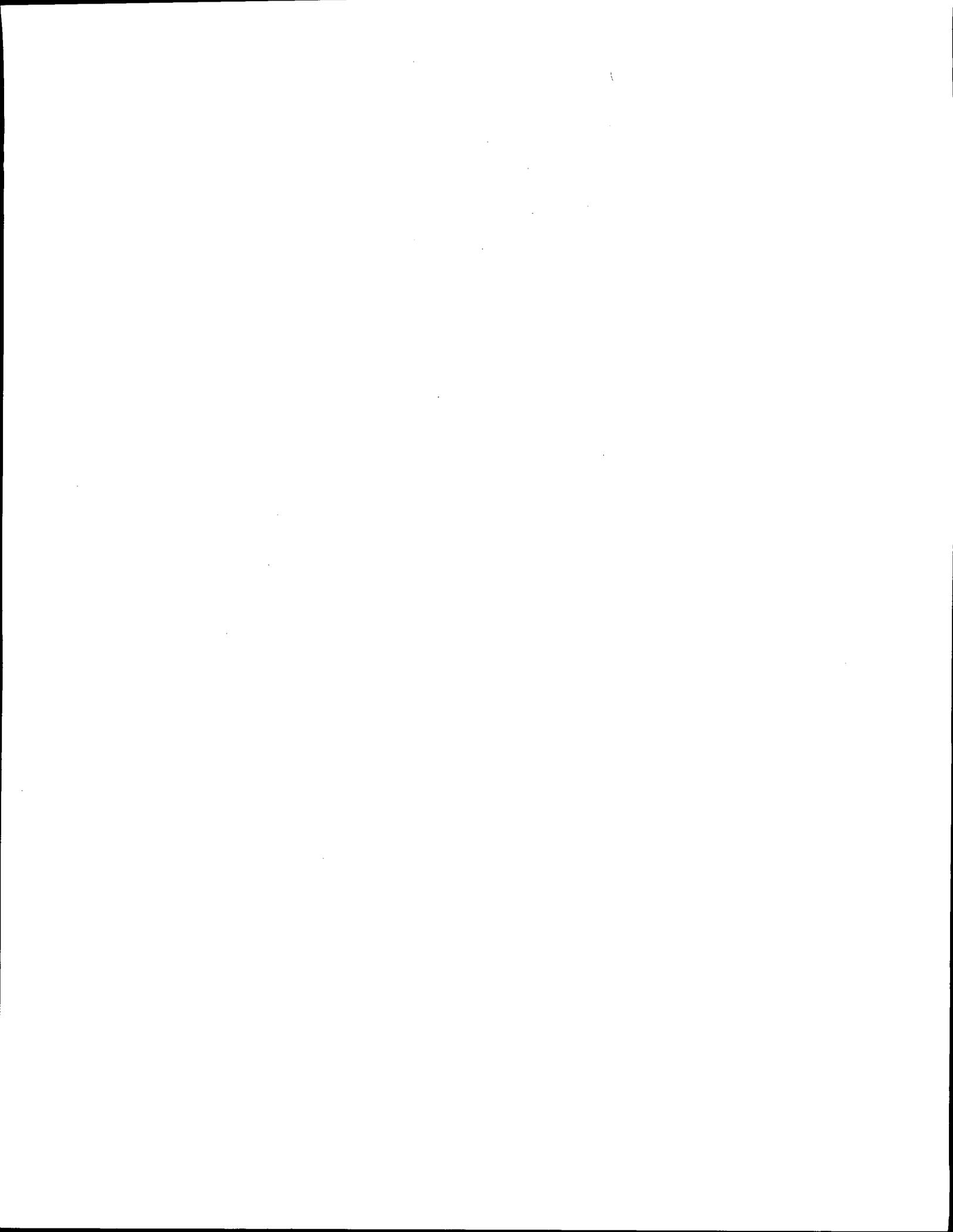
***FIRST AMERICAN TITLE INSURANCE COMPANY***

**Dated:**

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

**Authorized Signatory**

376





*First American  
Title Insurance Company*

**CLTA FORM 119.4 VALIDITY OF SUBLEASE, JOINT POWERS**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the owners of the (name or title of bonds) referred to in Schedule A, as their interests may appear, against loss or damage sustained by reason of the failure of (i)

the sublease referred to in paragraph \_\_\_\_\_ of Part II of Schedule B, hereinafter referred to as "Sublease," to be valid at Date of Policy as to the land described therein, and (ii) at the commencement of its term to be binding as to the land described therein, subject to the following:

- a. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessor under either the lease referred to in Schedule A or the Sublease;
- b. Any failure to comply with the terms and provisions of the lease referred to in Schedule A or the Sublease;
- c. Any acts of a party of the Sublease, or of its or their successors in interest, by which any rights or interests or obligations thereunder are released or impaired; and
- d. Any termination of the Sublease pursuant to the terms and provisions thereof.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

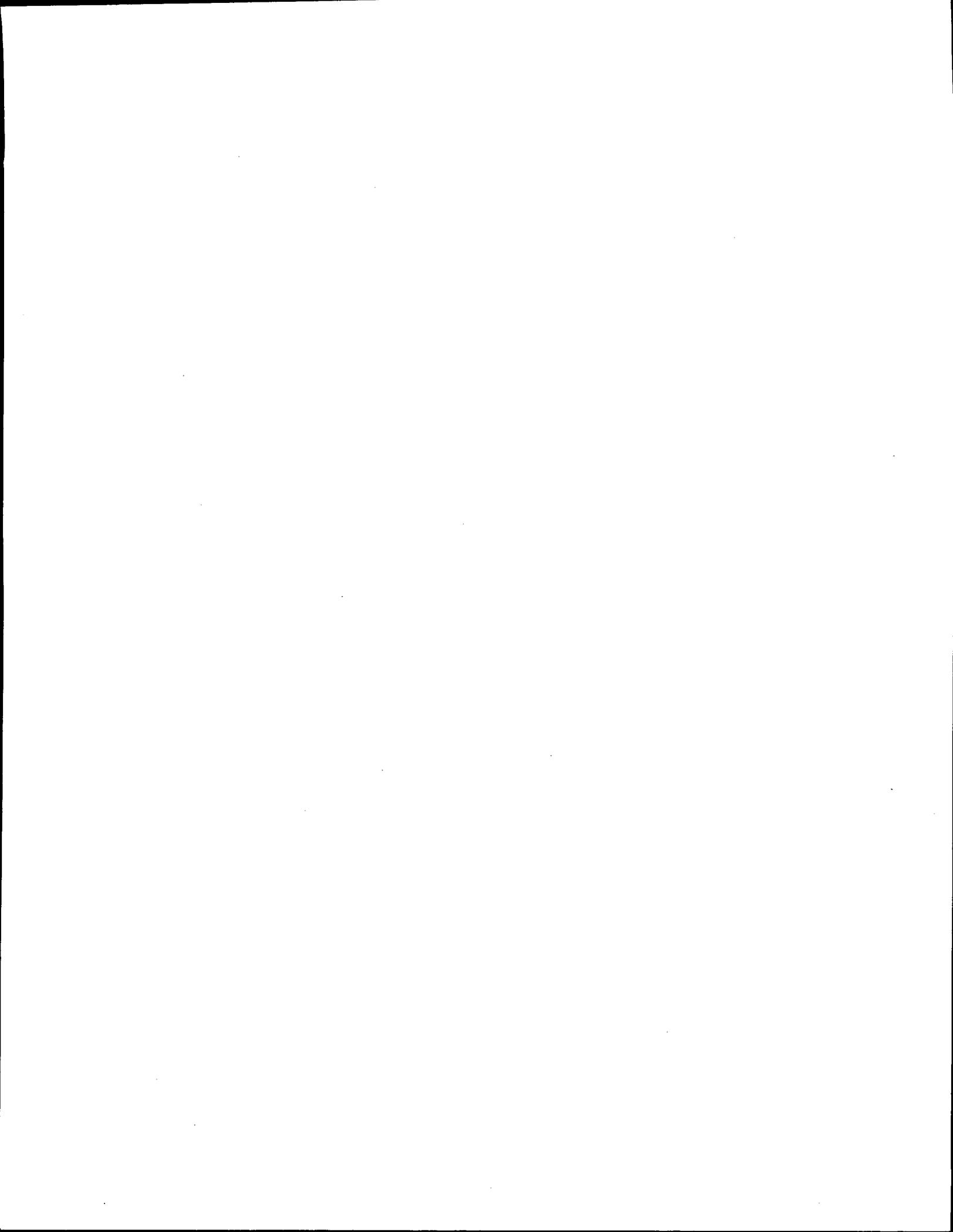
***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 119.4 (Rev. 6-14-96)

CLTA - Bondholder's Policy

377



**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

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 agreement described in Schedule A.
  - c. "Leasehold Estate": the right of possession for the Lease Term.
  - d. "Lease Term": the duration of the Leasehold Estate, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
  - e. "Personal Property": chattels located on the Land and property that, because of their character and manner of affixation to the Land, can be severed from the Land without causing appreciable damage to themselves or to the Land to which they are affixed.
  - f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted as a result of a matter covered by this policy.
  - g. "Tenant Leasehold Improvements": those improvements, 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

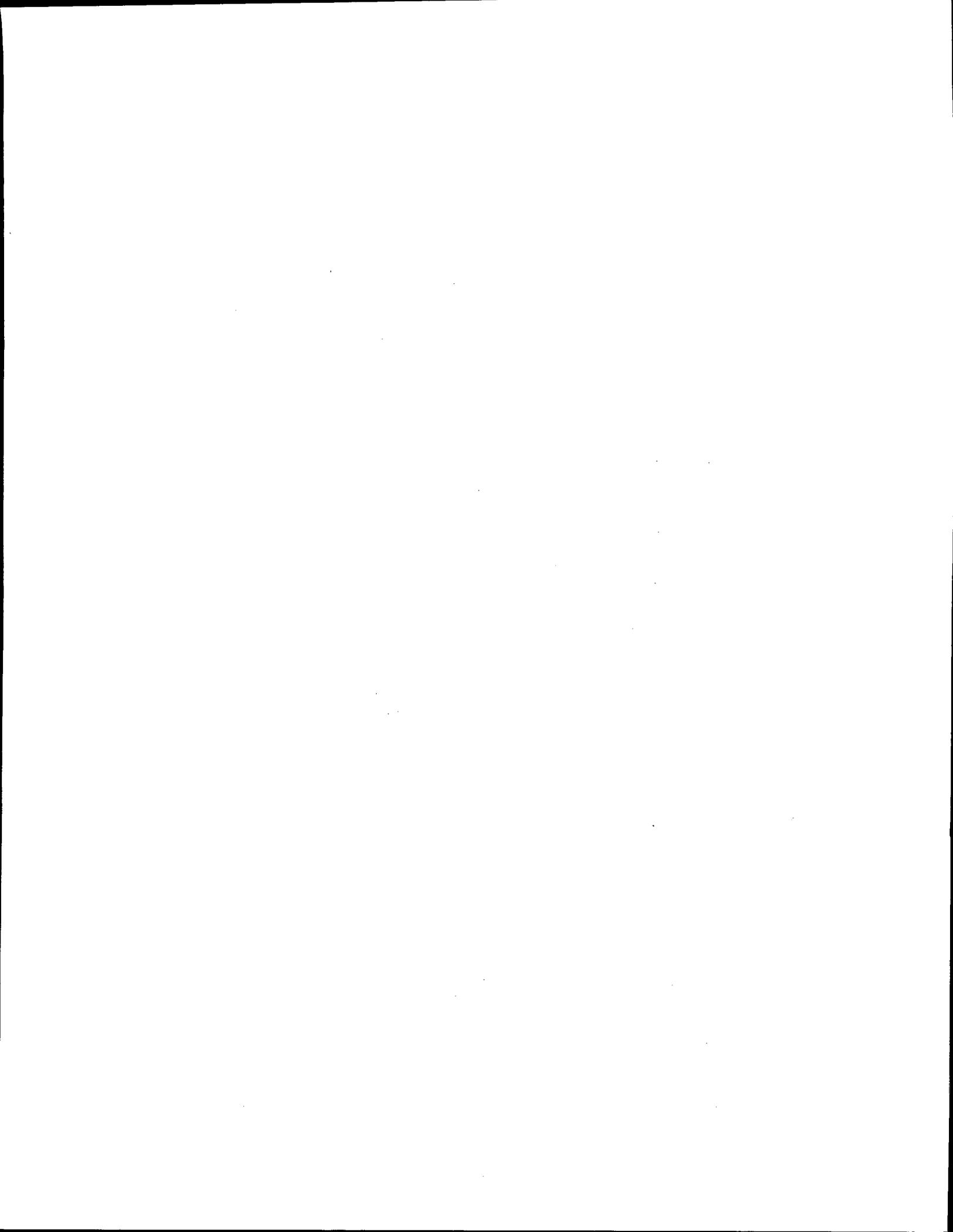
If in computing loss or damage it becomes necessary to value the Title as the result of a covered matter that results in an Eviction of the Tenant, then that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements 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, shall be included 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.

- a. The reasonable cost of 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, the cost of transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, and the reasonable cost of repairing the Personal Property damaged by reason of the removal and relocation.

378



- 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 made by Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
- e. Damages that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements caused by the Eviction.
- f. Reasonable costs incurred by the Insured to secure a replacement leasehold 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 fees, construction management fees, costs of environmental testing and reviews, and landscaping costs.

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]

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**Dated:**

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

**CLTA Form 119.5-06 (06-17-06)**  
**ALTA Endorsement Form 13-06**  
**ALTA or CLTA – Owner**

379

