

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": 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 this policy, the Insured Claimant.
 - h. "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 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, 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.

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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 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 119.6-06 (06-17-06)
ALTA Endorsement Form 13.1-06
ALTA or CLTA – Lender

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*First American
Title Insurance Company*

CLTA FORM 120.2 SUBORDINATION OF PRIOR MORTGAGE TO LEASE

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the lien or charge of the mortgage referred to in paragraph _____ of Schedule B to have been subordinated, according to the public records, to the lease referred to in Schedule A by an instrument dated _____, and recorded _____, in book _____, page _____, Official Records of _____ County.

This endorsement does not insure against loss or damage sustained by reason of the failure of the subordination agreement to be executed by the owner of the indebtedness secured by such mortgage, except to the extent that such ownership has been perfected in the public records at the date hereof.

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 120.2 (Rev. 6-14-96)

CLTA - ALTA Owner or Lender

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**First American
Title Insurance Company**

CLTA FORM 122 CONSTRUCTION LOAN ADVANCE

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

Based upon the representation of the insured that the insured has made an advance to _____ in the sum of \$ _____, which is a portion of the indebtedness evidenced by the note or notes secured by the insured mortgage, 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:

1. The existence of any lien, encumbrance or other matter affecting the estate or interest referred to in Schedule A, recorded in the public records subsequent to Date of Policy, except:
2. The existence of any subsisting tax or assessment lien which is prior to the insured mortgage, except:
3. Title to the estate or interest referred to in Schedule A being vested other than as shown in Schedule A according to the public records;
4. The failure of the advance identified above to be secured by the insured mortgage;
5. Lack of priority of the insured mortgage with respect to such advance, over any liens, encumbrances and other matters shown by the public records, affecting the estate or interest referred to in Schedule A, other than those shown in Schedule B as prior to the insured mortgage and in paragraph (2) herein, except:
6. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material arising out of the work of improvement under construction or completed at the date hereof.

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.

Dated: _____

Date: _____

First American Title Insurance Company

Authorized Signatory

CLTA Form 122 (Rev. 6-14-96)

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ENDORSEMENT

Attached to Policy No.

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Based upon the representation of the Insured that an advance has been made to _____ in the sum of \$ _____, which is a portion of the Indebtedness evidenced by the note or notes secured by the Insured Mortgage, the Company insures against loss or damage sustained by reason of:

- (1) The existence of any lien, encumbrance or other matter affecting the Land recorded in the Public Records subsequent to Date of Policy, except:
- (2) The existence of any subsisting tax or assessment lien which is prior to the Insured Mortgage, except:
- (3) Title to the Land being vested other than as shown in Schedule A according to the Public Records;
- (4) The failure of the advance identified above to be secured by the Insured Mortgage;
- (5) Lack of priority of the Insured Mortgage with respect to such advance, over any liens, encumbrances or other matters shown by the Public Records, affecting the Land other than those shown in Schedule B as prior to the Insured Mortgage and the matters shown in paragraph (2) herein, except:
- (6) Lack of priority of the lien of the Insured Mortgage over any statutory lien for services, labor or material arising out of the work of improvement under construction or completed at the date hereof.

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

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*First American
Title Insurance Company*

CLTA FORM 122.2 CONSTRUCTION LOAN ADVANCE

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

Based upon the representation of the insured that the insured has made an advance to _____, in the sum of \$ _____, which is a portion of the indebtedness evidenced by the note or notes secured by the insured mortgage, the Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss which the insured shall sustain by reason of:

1. The existence of any lien, encumbrance or other matter affecting the estate or interest referred to in Schedule A, recorded in the public records subsequent to Date of Policy, except:
2. The existence of any subsisting tax or assessment lien which is prior to the insured mortgage, except:
3. Title to the estate or interest referred to in Schedule A being vested other than as shown in Schedule A according to the public records;
4. The failure of the advance identified above to be secured by the insured mortgage;
5. Lack of priority of the insured mortgage with respect to such advance over any liens, encumbrances and other matters shown by the public records, affecting the estate or interest referred to in Schedule A, other than those shown in Schedule B as prior to the insured mortgage and in paragraph (2) herein, except:
6. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material arising out of the work of improvement under construction or completed at the date hereof.

The total liability of the Company under the policy and any endorsements therein shall not exceed, in the aggregate, the amount set forth in this endorsement and similar endorsements previously issued and attached to the policy and the face amount of the policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

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.

Dated: _____

Date: _____

First American Title Insurance Company

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ENDORSEMENT

Attached to Policy No.

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Based upon the representation of the Insured that an advance has been made to
in the sum of \$ _____, which is a portion of the Indebtedness evidenced by the note or notes
secured by the Insured Mortgage, the Company insures against loss or damage sustained by reason of:

- (1) The existence of any lien, encumbrance or other matter affecting the Land recorded in the Public Records subsequent to Date of Policy, except:

- (2) The existence of any subsisting tax or assessment lien which is prior to the Insured Mortgage, except:

- (3) Title to the Land being vested other than as shown in Schedule A according to the Public Records;
- (4) The failure of the advance identified above to be secured by the Insured Mortgage;
- (5) Lack of priority of the Insured Mortgage with respect to such advance over any liens, encumbrances or other matters shown by the Public Records, affecting the Land other than those shown in Schedule B as prior to the Insured Mortgage and the matters shown in paragraph (2) herein, except:

- (6) Lack of priority of the lien of the Insured Mortgage over any statutory lien for services, labor or material arising out of the work of improvement under construction or completed at the date hereof.

The total liability of the Company under the policy and any endorsements shall not exceed, in the aggregate, the amount set forth in this endorsement and similar endorsements previously issued and attached to the policy and the face amount of the policy and costs which the Company is obligated to pay under 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

Dated:

By: _____
Authorized Signatory

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*First American
Title Insurance Company*

CLTA FORM 122.3 CONSTRUCTION LOAN POLICY ONLY

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

Based upon the representation of the insured that the insured has made an advance to _____ in the sum of \$ _____, which is a portion of the indebtedness evidenced by the note or notes secured by the insured mortgage, 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:

1. The existence of any lien, encumbrance or other matter affecting the estate or interest referred to in Schedule A, recorded in the public records subsequent to Date of Policy, except:
2. The existence of any subsisting tax or assessment lien which is prior to the insured mortgage, except:
3. Title to the estate or interest referred to in Schedule A being vested other than as shown in Schedule A according to the public records;
4. The failure of the advance identified above to be secured by the insured mortgage;
5. Lack of priority of the insured mortgage with respect to such advance, over any liens, encumbrances and other matters shown by the public records, affecting the estate or interest referred to in Schedule A, other than those shown in Schedule B as prior to the insured mortgage and in paragraph (2) herein, except:

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.

Dated: _____

Date: _____

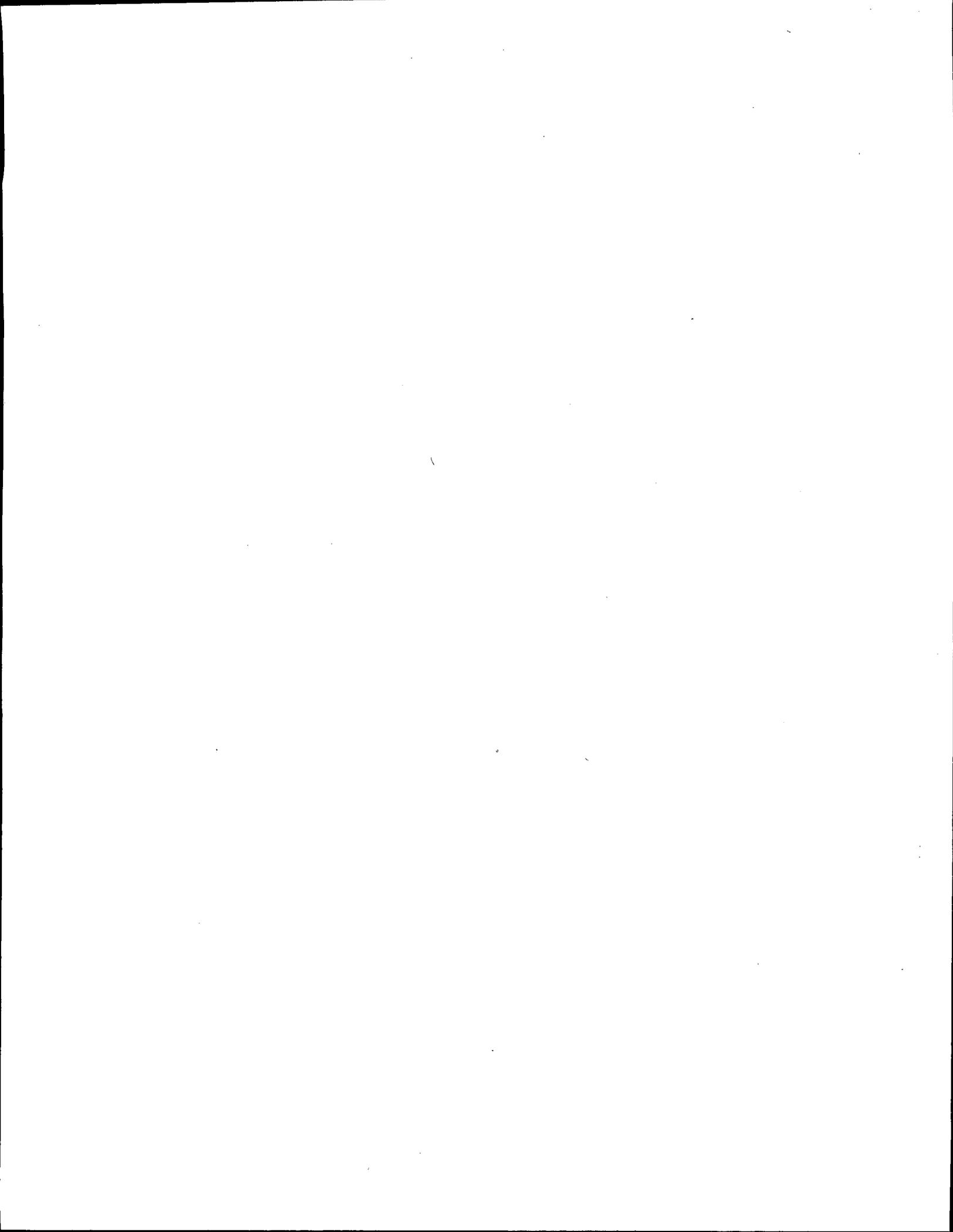
First American Title Insurance Company

Authorized Signatory

CLTA Form 122.3 (Rev. 6-14-96)

ALTA - Lender

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ENDORSEMENT

Attached to Policy No.

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Based upon the representation of the Insured that an advance has been made to _____ in the sum of \$ _____, which is a portion of the Indebtedness evidenced by the note or notes secured by the Insured Mortgage, the Company insures against loss or damage sustained by reason of:

- (1) The existence of any lien, encumbrance or other matter affecting the Land recorded in the Public Records subsequent to Date of Policy, except:
- (2) The existence of any subsisting tax or assessment lien which is prior to the Insured Mortgage, except:
- (3) Title to the Land being vested other than as shown in Schedule A according to the Public Records;
- (4) The failure of the advance identified above to be secured by the Insured Mortgage;
- (5) Lack of priority of the Insured Mortgage with respect to such advance, over any liens, encumbrances or other matters shown by the Public Records, affecting the Land other than those shown in Schedule B as prior to the Insured Mortgage and the matters shown in paragraph (2) herein, except:

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

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*First American
Title Insurance Company*

CLTA FORM 122.4 CONSTRUCTION LOAN POLICY ONLY

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

Based upon the representation of the insured that the insured has made an advance to _____ in the sum of \$ _____, which is a portion of the indebtedness evidenced by the note or notes secured by the insured mortgage, 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:

1. The existence of any lien, encumbrance or other matter affecting the estate or interest referred to in Schedule A, recorded in the public records subsequent to Date of Policy, except:
2. The existence of any subsisting tax or assessment lien which is prior to the insured mortgage, except:
3. Title to the estate or interest referred to in Schedule A being vested other than as shown in Schedule A according to the public records;
4. The failure of the advance identified above to be secured by the insured mortgage;
5. Lack of priority of the insured mortgage with respect to such advance, over any liens, encumbrances and other matters shown by the public records, affecting the estate or interest referred to in Schedule A, other than those shown in Schedule B as prior to the insured mortgage and in paragraph (2) herein, except:

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the amount set forth in this endorsement and similar endorsements previously issued and attached to said policy and the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

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.

Dated: _____

Date: _____

First American Title Insurance Company

Authorized Signatory

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*First American
Title Insurance Company*

CLTA Form 122.4 (Rev. 6-14-96)

ALTA - Lender

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ENDORSEMENT

Attached to Policy No.

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Based upon the representation of the Insured that an advance has been made to _____ in the sum of \$ _____, which is a portion of the Indebtedness evidenced by the note or notes secured by the Insured Mortgage, the Company insures against loss or damage sustained by reason of:

- (1) The existence of any lien, encumbrance or other matter affecting the Land recorded in the Public Records subsequent to Date of Policy, except:
- (2) The existence of any subsisting tax or assessment lien which is prior to the Insured Mortgage, except:
- (3) Title to the Land being vested other than as shown in Schedule A according to the Public Records;
- (4) The failure of the advance identified above to be secured by the Insured Mortgage;
- (5) Lack of priority of the Insured Mortgage with respect to such advance, over any liens, encumbrances or other matters shown by the Public Records, affecting the Land other than those shown in Schedule B as prior to the Insured Mortgage and the matters shown in paragraph (2) herein, except:

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the amount set forth in this endorsement and similar endorsements previously issued and attached to said policy and the Amount of Insurance and costs which the Company is obligated to pay under the Conditions.

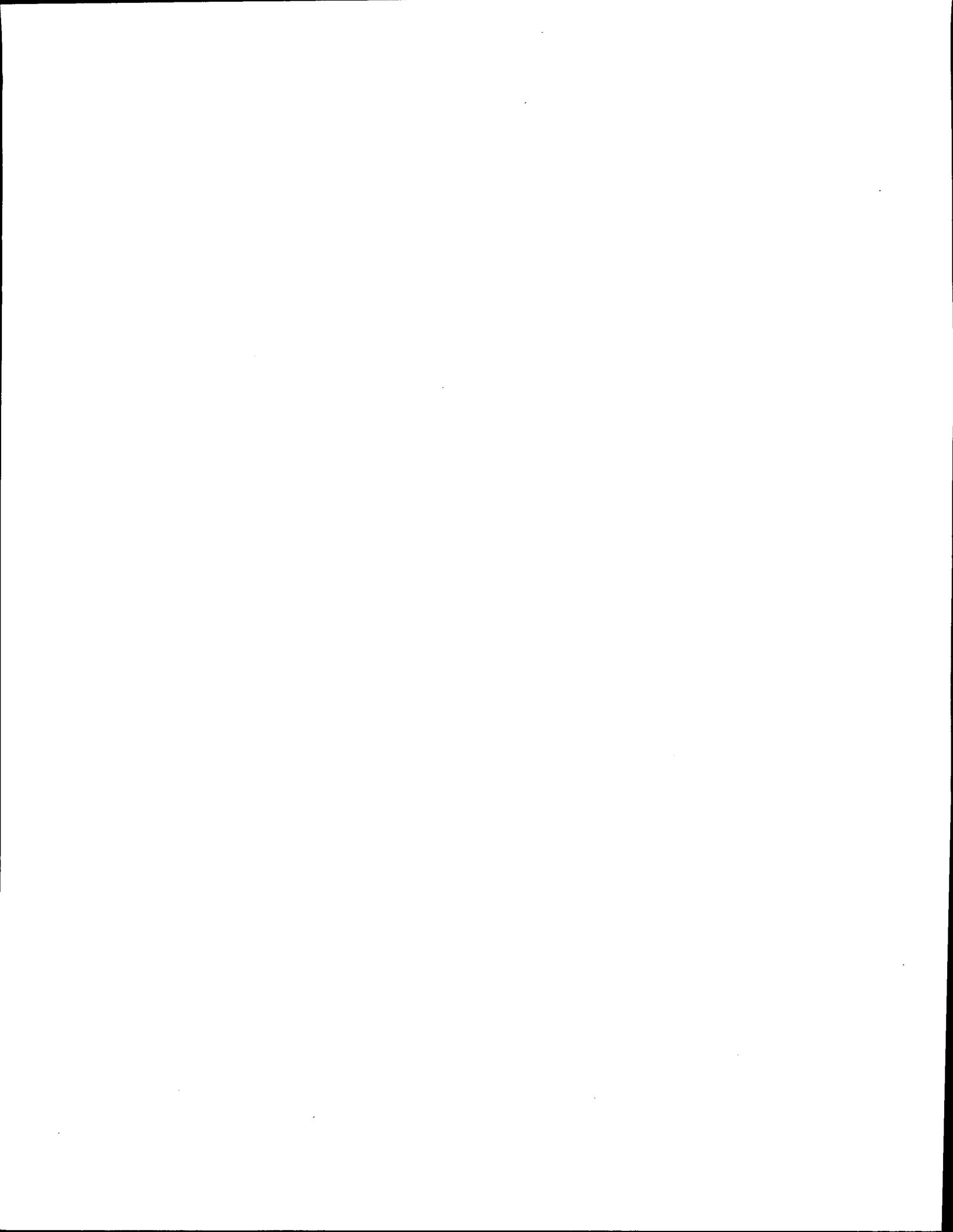
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy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

FIRST AMERICAN TITLE INSURANCE COMPANY

Dated:

By: _____
Authorized Signatory

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*First American
Title Insurance Company*

CLTA FORM 123.1 ZONING - UNIMPROVED LAND

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company insures the Insured against loss or damage sustained by reason of any incorrectness in the assurance that, at Date of Policy:

According to applicable zoning ordinances and amendments thereof, the land is classified Zone _____

The following use or uses are allowed under that classification subject to compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto, including but not limited to the securing of necessary consents or authorizations as a prerequisite to the use or uses:

There shall be no liability under this endorsement based on the invalidity of the ordinances and amendments thereto until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

Loss or damage as to the matters insured against by this endorsement shall not include loss or damage sustained or incurred by reason of the refusal of any person to purchase, lease or lend money on the estate or interest covered by 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

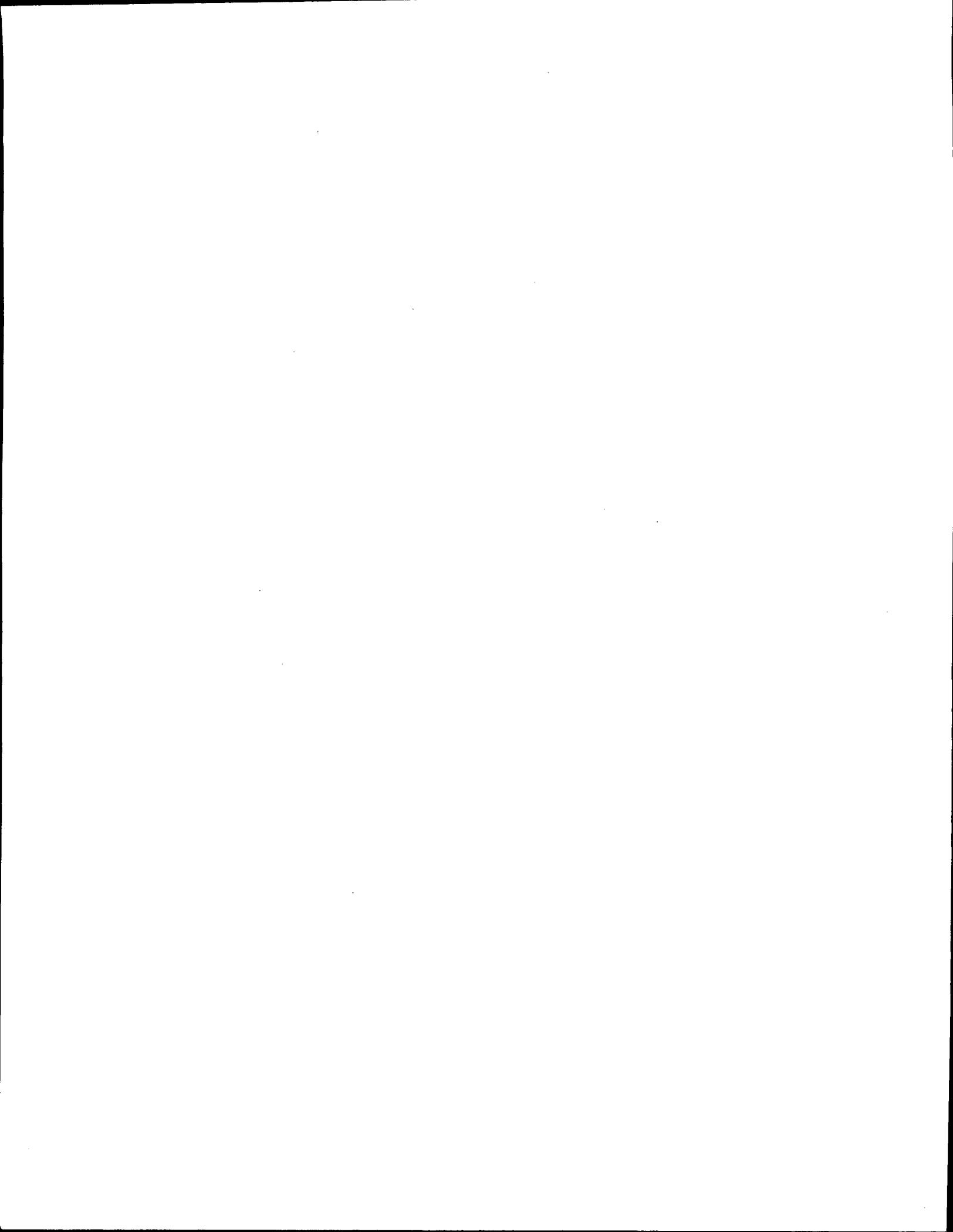
Authorized Signatory

CLTA Form 123.1 (Rev. 3-13-87)

ALTA Form 3 (6-1-87)

Zoning

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ENDORSEMENT

Attached to Policy No.

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
 - a. According to applicable zoning ordinances and amendments, the Land is not classified Zone _____;
 - b. The following use or uses are not allowed under that classification:

2. There shall be no liability under this endorsement based on
 - (a) Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. The paragraph 2.a. does not modify or limit the coverage provided in Covered Risk 5.
 - (b) The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
 - (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 optional]

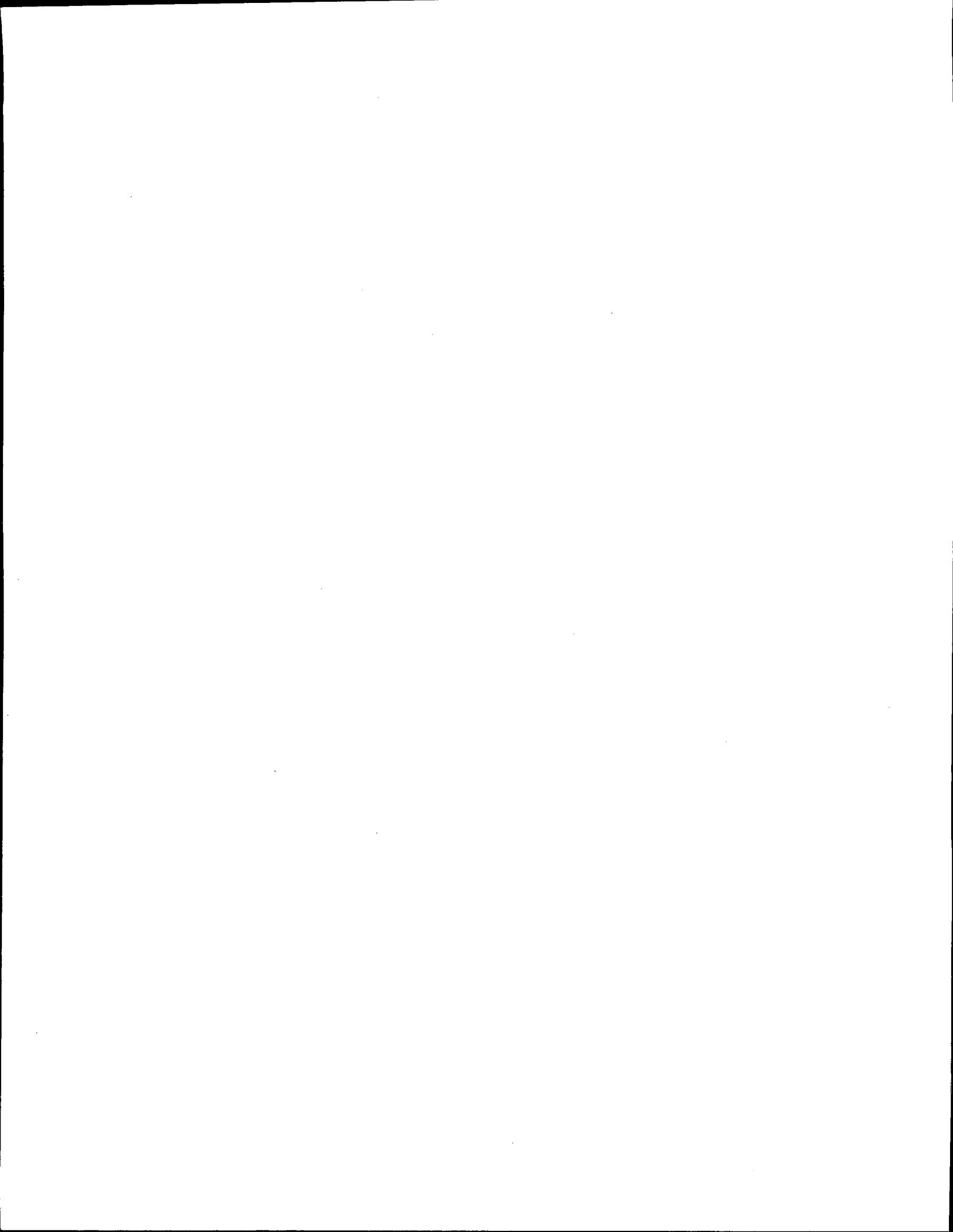
FIRST AMERICAN TITLE INSURANCE COMPANY

Dated:

By: _____

Authorized Signatory

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ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

1. The Company insures the Insured against loss or damage sustained by reason of any incorrectness in the assurance that, at Date of Policy:

According to applicable zoning ordinances and amendments thereto, the land is classified Zone _____.

The following use or uses are allowed under that classification subject to compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto, including but not limited to the securing of necessary consents or authorizations as a prerequisite to the use or uses:

2. The Company further insures against loss or damage arising from a final decree of a court of competent jurisdiction

prohibiting the use of the land, with any structure presently located thereon, as specified in paragraph 1(b); or

requiring the removal or alteration of the structure on the basis that, at Date of Policy, the ordinances and amendments thereto have been violated with respect to any of the following matters:

Area, width or depth of the land as a building site for the structure;

Floor space area of the structure;

Setback of the structure from the property lines of the land; or

Height of the structure.

There shall be no liability under this endorsement based on the invalidity of the ordinances and amendments thereto until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

Loss or damage as to the matters insured against by this endorsement shall not include loss or damage sustained or incurred by reason of the refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

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*First American
Title Insurance Company*

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

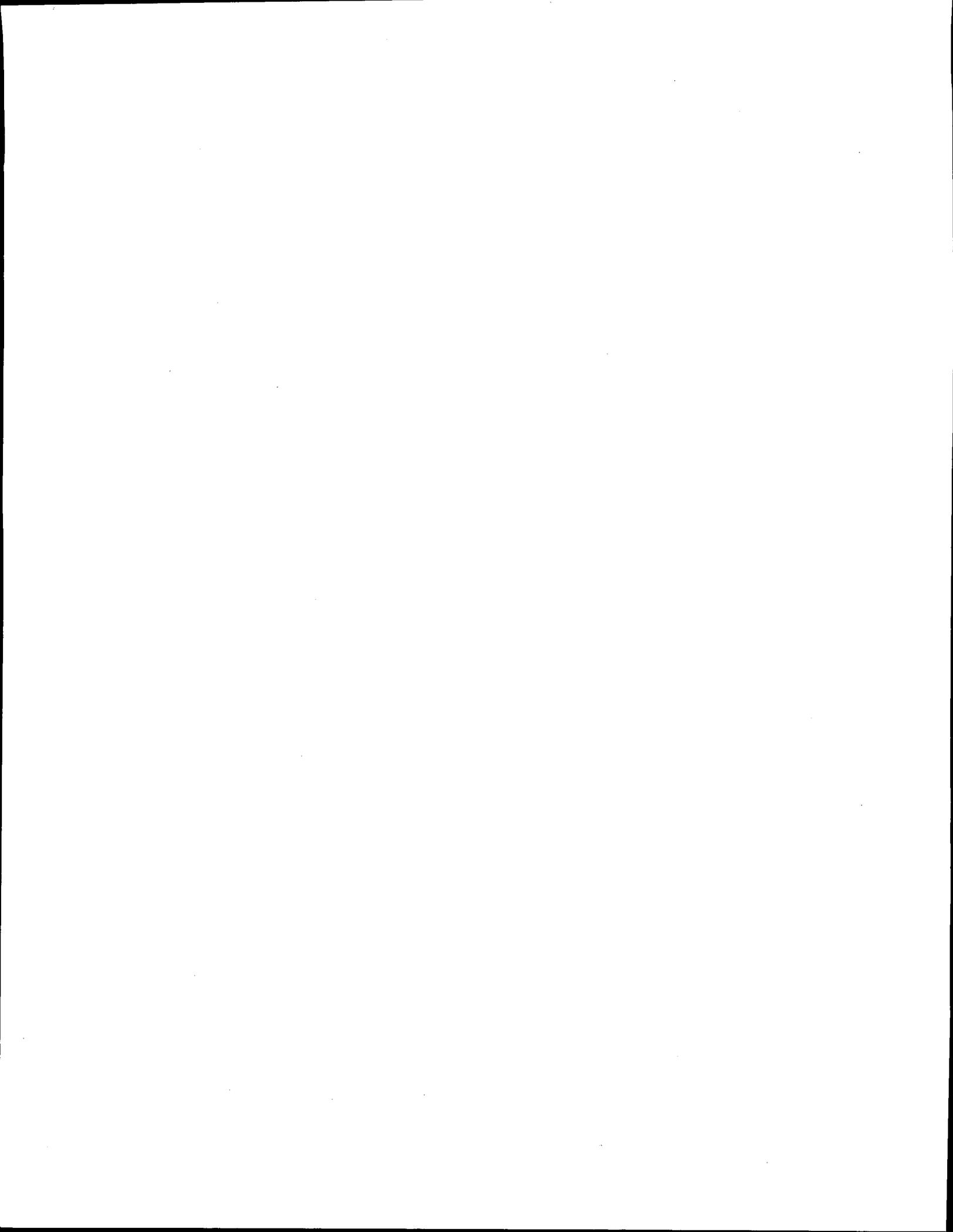
Authorized Signatory

CLTA Form 123.2 (Rev. 3-13-87)

ALTA Form 3.1 (6-1-87)

Zoning -- completed structure

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ENDORSEMENT

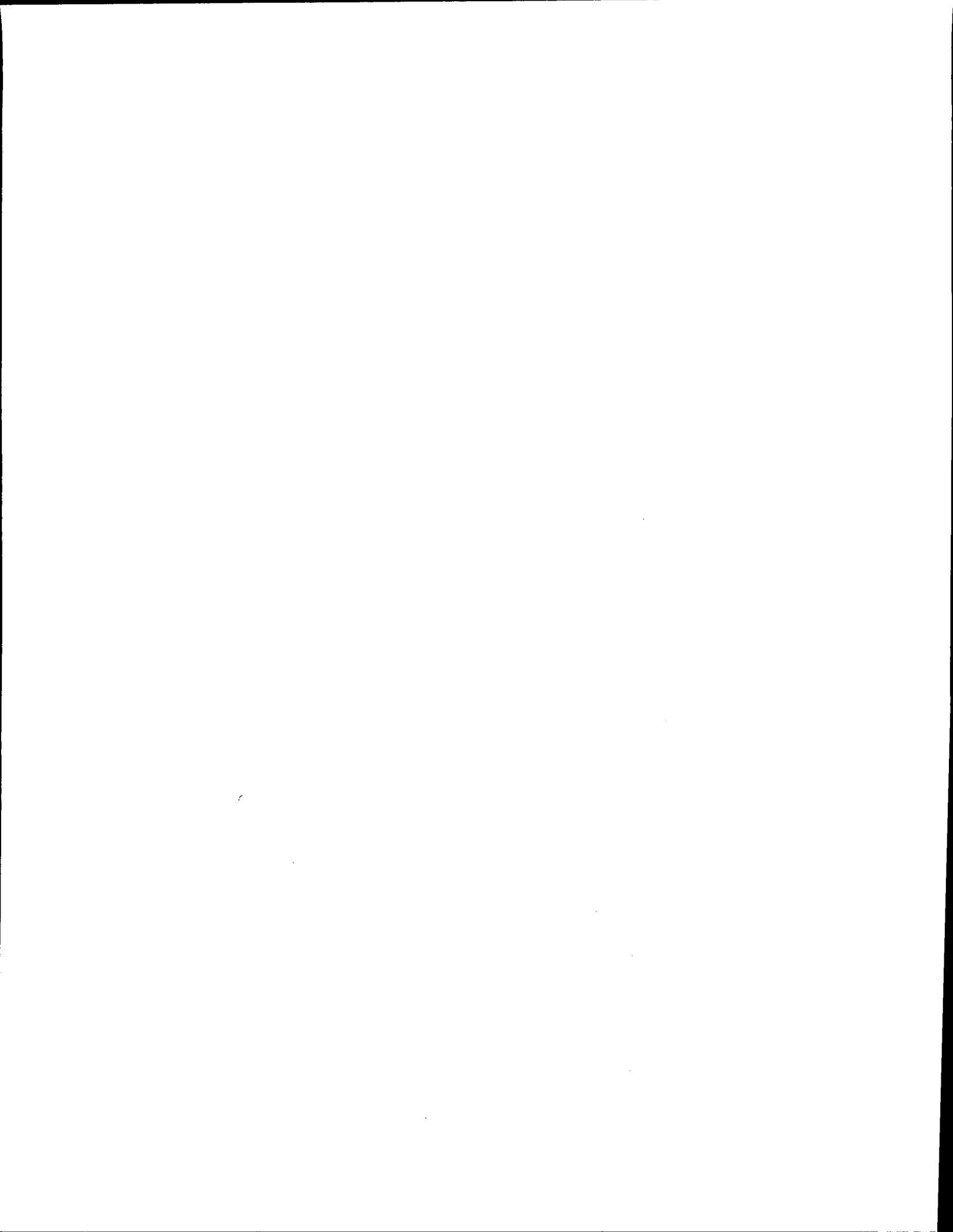
Attached to Policy No.

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
 - (a) according to applicable zoning ordinances and amendments, the Land is not classified Zone
 - (b) the following use or uses are not allowed under that classification:
 - (c) There shall be no liability under paragraph 1.b. if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 1.c. does not modify or limit the coverage provided in Covered Risk 5.
2. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction,
 - (a) prohibiting the use of the Land, with any existing structure, as insured in paragraph 1.b.; or
 - (b) requiring the removal or alteration of the structure on the basis that, at Date of Policy, the zoning ordinances and amendments have been violated with respect to any of the following matters:
 - (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 from the property lines of the Land;
 - (iv) Height of the structure; or
 - (v) Number of parking spaces.
3. There shall be no liability under this endorsement based on,
 - (a) the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;
 - (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 optional]

FIRST AMERICAN TITLE INSURANCE COMPANY

Dated:

By: _____

Authorized Signatory

CLTA Form 123.2-06 (06-17-06)
ALTA Endorsement Form 3.1-06
ALTA – Owner or Lender
Zoning – Improved Land

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