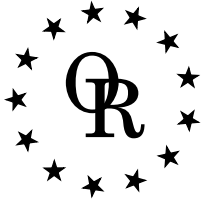


# Leasehold Loan Policy Endorsement



Attached to and made a part of Old Republic National Title Insurance Company Policy Number \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Conditions and Stipulations of said policy are hereby amended in the following particulars: Paragraph 1 of said Conditions and Stipulations is hereby amended by adding subparagraph (h) thereto to read as follows:

(h) "leasehold estate": the right of possession for the term or terms described in Schedule A hereof subject to any provisions contained in the lease which limit such right of possession.

The following new paragraph 12.1 is inserted into said Conditions and Stipulations:

12.1 Miscellaneous Items of Loss. In the event the insured acquires all or any part of the estate or interest in the land described in Schedule A in accordance with the provisions of Section 2(a) of these Conditions and Stipulations and thereafter is evicted from possession of all or part of the land by reason of any matters insured against by this policy, the following, 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 estate or interest insured by this policy:

(a) The reasonable cost of removing and relocation any personal property which 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 twenty-five miles incurred in connection with the relocation, and the reasonable cost of repairing the personal property damaged by reason of the removal and relocation. The costs referred to above shall not exceed in the aggregate the value of the personal property prior to its removal and relocation.

"Personal Property," above referred to, shall mean chattels and property which because of its character and manner of affixation to the land, can be severed therefrom without causing appreciable damage to the property severed or to the land to which the property is affixed.

(b) Rent or damages for use and occupancy of the land prior to such eviction which 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 which by the terms of the Lease, the insured must continue to pay the lessor after eviction for the land, or part thereof, from which the insured has been evicted.

(d) The fair market value, at the time of such eviction, of the estate or interest of the insured in any sublease of all or part of the land existing at the date of such eviction.

(e) Damages which the insured may be obligated to pay to any sublessee on account of the breach of any sublease of all or part of the land caused by such eviction.

The total liability of the Company under said policy and any endorsements therein shall not exceed in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement, when countersigned by a Validating Signatory is made a part of said policy and is subject to the Schedules, Conditions and Stipulations therein except as modified by the provisions hereof.

Countersigned

\_\_\_\_\_  
Authorized Officer or Licensed Agent

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

President

Attest

Secretary