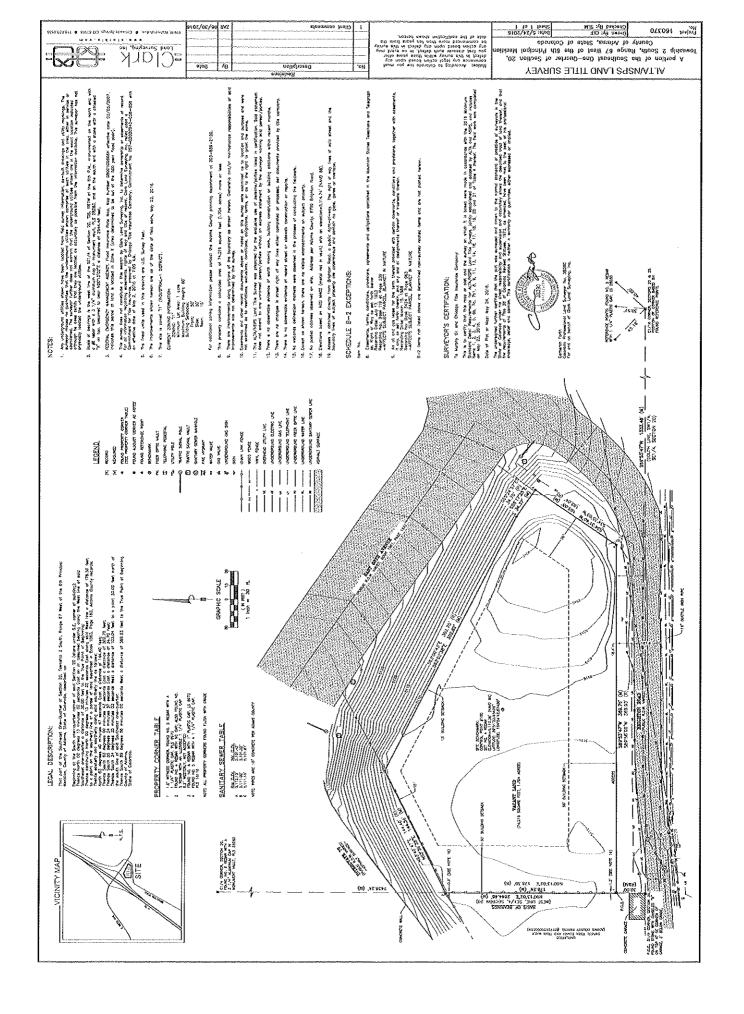


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ALTERNATIONS



### LTAC ENDORSEMENTS

#### SAMPLES AND DESCRIPTIONS



LTAC 100.30-06 Minerals Surface Lender

Attached to Policy No	Issued by
	Chicago Title Insurance Company

The Company hereby insures the insured against loss which the insured shall sustain by reason of physical, but not aesthetic, damage to improvements existing on the Land at Date of Policy or constructed thereon thereafter, resulting from the exercise subsequent to the Date of Policy of any rights to use the surface of the Land under the mineral interest referred to in Exception \_\_\_\_\_\_ of Schedule B ("the mineral rights"), subject, however, to the following terms and conditions:

- 1. The Insured shall notify the Company promptly in writing in case knowledge shall come to an Insured hereunder of any actual or threatened exercise of the mineral rights.
- 2. The Company shall have the right, at its cost, to take any action which in its opinion may be necessary or desirable in order for the Company to avoid or minimize the extent of its liability under this endorsement, including, but not limited to, any or all of the following:
  - In the Company's own right, or in the name of the Insured or of the borrower under the Indebtedness secured by the Insured Mortgage for the Company's benefit to Institute, prosecute and pursue to final determination any proceedings at law or in equity, or before any municipal, administrative, or regulatory tribunal or board;
  - b. In the Company's own right, or in the name of the Insured or of the borrower under the Indebtedness secured by the Insured Mortgage for the Company's benefit, to compel the giving of security, bond or undertaking by the person or persons from whom the Insured or such borrower is entitled by law to such security, bond or undertaking, and in the same amount of amounts to which the Insured or such borrower would have been so entitled had this endorsement not been issued; and
  - c. To retain or be paid out of any such security, bond or undertaking, or out of any compensation or funds recovered by the Company or by the Insured or by the borrower under the Indebtedness secured by the Insured Mortgage, such amount as will reimburse the Company for all payments made to the Insured by the Company by reason of the insurance afforded by this endorsement, together with all costs and expenses incurred by the Company in connection therewith, including attorneys' fees.
- 3. The Insured shall take all reasonable steps to require the borrower under the Indebtedness secured by the Insured Mortgage to cooperate fully with the Company in any action taken by the Company pursuant to the provisions of paragraph 2 hereof, and also to require such borrower to notify the Insured promptly in writing in case knowledge shall come to such borrower of any actual or threatened exercise of the mineral rights.
- 4. No rights, benefits or defenses are intended to or shall be deemed to flow or be made available to any person or Entity other than the Insured by reason of the insurance afforded by this endorsement, and the Insured agrees that all of the Insured's rights and remedies against third parties relating to the subject matter of this endorsement shall be deemed to have remained intact, in the same manner as if this endorsement had not been issued.

5.

# LIAC ENDORSEMENTS

## SAMPLES AND DESCRIPTIONS



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.

Dated:
CHICAGO TITLE INSURANCE COMPANY
By:Authorized Signature

100,30-06



#### SAMPLES AND DESCRIPTIONS



LTAC 100.31-06 - Surface Damage- Minerals Owner

,	EMPORSEMENT		
		Attached to Policy No	Issued by
			Chicago Title Insurance Company

The Company insures the Insured against loss which the Insured shall sustain by reason of physical, but not aesthetic damage to improvements existing on the Land at Date of Policy or constructed on the Land after Date of Policy resulting from the exercise of any right to use the surface of the Land for the extraction or development of the minerals, oil,gas, and coal as shown and excepted in Exception \_\_\_\_\_\_ in Schedule B, subject, however, to the following terms and conditions:

- 1. The Insured shall notify the Company promptly in writing in case knowledge shall come to an Insured hereunder of any actual or threatened exercise of the mineral rights.
- 2. The Company shall have the right, at its cost, to take any action which in its opinion may be necessary or desirable in order for the Company to avoid or minimize the extent of its liability under this endorsement, including, but to limited to, any or all of the following:
  - a. In the Company's own right, or in the name of the Insured for the Company's benefit, to Institute, prosecute and pursue to final determination any proceedings at law or in equity, or before any municipal, administrative, or regulatory tribunal or board:
  - b. In the Company's own right, or in the name of the Insured for the Company's benefit, to compel the giving of security bond or undertaking by the person or persons from whom the Insured is entitled by law to such security, bond or undertaking, and in the same amount or amounts to which the Insured would have been so entitled had this endorsement not been issued; and
  - c. to retain or be paid out of any such security, bond or undertaking, or out of any compensation or funds recovered by the Company or the Insured, such amount as will reimburse the Company for all Payments made to the Insured by the Company by reason of the Insurance afforded by this endorsement, together with all costs and expenses incurred by the Company in connection therewith, including attorney's fees.
- 3. No rights, benefits or defenses are intended to or shall be deemed to flow or be made available to any person or Entity other than the Insured by reason of the insurance afforded by this endorsement, and the Insured agrees that all of the Insured's rights and remedies against third parties relating to the subject matter of this endorsement shall be deemed to have remained intact, in the same manner as if this endorsement had not been issued.

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,
- li. modify any prior endorsements,
- iii. extend the Date of Policy, or

# TAC ENDORSEMENTS

# SAMPLES AND DESCRIPTIONS



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:	
CHICAGO TITLE INSURANCE COMPANY	
By:Authorized Signature	
100 31-06	