

Commercial Endorsement - Building/Structure

Owner Policy

The Policy and Endorsements are hereby amended by deleting the provisions listed in Column A and replacing them with the provisions in Column B, if any:

Column A	Column B
Owner's COVERAGE STATEMENT, first paragraph	This Policy insures your Title to the Land and the legal services provided by your lawyer for the Transaction.
COVERED RISK 16(c)	None.
COVERED RISK 23(a)	None.
COVERED RISK 26	26. The existing improvements with the municipal address shown in Schedule A are not located on the Land as of the Policy Date, or the Land does not have the municipal address set out in Schedule A.
COVERED RISK 34	<p>34.</p> <ul style="list-style-type: none"> a. The inability to use your Land for the use or uses existing as of the Policy Date because such use or uses contravene(s) a zoning by law. <ul style="list-style-type: none"> i. paragraph 34(a) does not apply if the inability results from lack of compliance with any conditions, restrictions, or requirements contained in the zoning by-law, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses; ii. Notwithstanding paragraph 34(a)(i), paragraph 34(a) applies if the lack of compliance appears in the Public Records as of the Policy Date. b. A final judgment or order of a court or other tribunal: <ul style="list-style-type: none"> i. prohibiting the use or uses of the Land, with any structure existing as of the Policy Date, or ii. requiring the removal or alteration of any structure, because in either case (i) or (ii) on the Policy Date, the zoning by-law has been violated with respect to any of the: <ul style="list-style-type: none"> A. area, width or depth of the Land as a building site for the structure; B. floor space area of the structure; C. setback of any structure from the boundaries of the Land; D. height of the structure; or E. number of parking spaces. <p>There shall be no liability under this Endorsement based on the invalidity of the zoning by-law until after a final judgment or order of a court or tribunal adjudicating the invalidity, the effect of which is to prohibit the use or uses.</p>
COVERED RISK 35(b)	None.
CONDITIONS 6(c)(i) and (ii)	None.
Septic System Endorsement (if attached), paragraph 6	6. Coverage under this Policy and Endorsement applies only to a septic system to the extent that it services residential dwelling(s) on the Land. Coverage under this Policy and Endorsement does not apply to septic systems to the extent that they are used in, or as part of, any manufacturing, industrial, commercial or other business process or enterprise conducted on the Land.

Notwithstanding anything else in this Policy and Endorsements, this Policy does not insure against any Actual Loss arising from:

- a. The illegality or unenforceability of: (i) any source of income derived from the Land or any business or commercial undertaking operated thereon, or (ii) any title to the source of the income, business or commercial undertaking, or any assets thereof other than the Land; and
- b. Legal services provided by your lawyer in connection with financial or business matters relating to the Transaction.

This endorsement is part of the POLICY and is subject to all of the terms and provisions of the POLICY, including any other endorsements. This endorsement does not:

- *modify any of the terms and provisions of the POLICY, including any other endorsement;*
- *extend the effective date of the POLICY, including any other endorsement; or*
- *increase the face amount of the POLICY;*

unless expressly stated above.