# SCHEDULE OF FEES AND CHARGES

#### FOR POLICIES OF TITLE INSURANCE OF THE

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

### FOR THE STATE OF CALIFORNIA

#### **FOREWORD**

This "Schedule" is prepared in accordance with Section 12401.1, Division 2, Part 6, Chapter 1 of the Insurance Code of the State of California. Its purpose is to show the minimum charges applicable to the policies of title insurance policies and endorsements which are issued by the Old Republic National Title Insurance Company.

Additional charges may be made in the event unusual risks or conditions arise or special or additional services are rendered in connection with issuance of any policy or endorsement thereto provided that the agreement thereto is obtained from each person or entity obligated to pay all or any part of such charges in writing in advance.

The rules and procedures contained herein are in no manner, either expressed or implied, to be construed as establishing or changing the rules and procedures pertaining to title practices.

Except where specifically provided herein, an additional charge shall be made for escrow service rendered in connection with the issuance of a title policy or endorsement. Separate escrow rates, which are promulgated by the Company and its underwritten companies, are applicable to standard and limited escrow services.

It is intended that the provisions of this Schedule be mutually exclusive. If the subject transaction can be priced under different sections herein, the lower priced section will be applied for pricing purposes.

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Revised: June 28, 2010 - III-

# STATEWIDE TITLE INSURANCE RATE

# (THE OR INSURANCE RATE) WITHOUT ESCROW SERVICES

Amount o	of In	surance	Rate	Amount o	f In:	surance	Rate
\$0	to	\$100,000	\$550.00	\$410,001	to	\$420,000	\$1,282.00
\$100,001	to	\$110,000	\$577.00	\$420,001	to	\$430,000	\$1,298.00
\$110,001	to	\$120,000	\$604.00	\$430,001	to	\$440,000	\$1,314.00
\$120,001	to	\$130,000	\$631.00	\$440,001	to	\$450,000	\$1,330.00
\$130,001	to	\$140,000	\$658.00	\$450,001	to	\$460,000	\$1,346.00
\$140,001	to	\$150,000	\$685.00	\$460,001	to	\$470,000	\$1,362.00
\$150,001	to	\$160,000	\$712.00	\$470,001	to	\$480,000	\$1,378.00
\$160,001	to	\$170,000	\$739.00	\$480,001	to	\$490,000	\$1,394.00
\$170,001	to	\$180,000	\$766.00	\$490,001	to	\$500,000	\$1,410.00
\$180,001	to	\$190,000	\$793.00	\$500,001	to	\$510,000	\$1,426.00
\$190,001	to	\$200,000	\$820.00	\$510,001	to	\$520,000	\$1,442.00
\$200,001	to	\$210,000	\$847.00	\$520,001	to	\$530,000	\$1,458.00
\$210,001	to	\$220,000	\$874.00	\$530,001	to	\$540,000	\$1,474.00
\$220,001	to	\$230,000	\$901.00	\$540,001	to	\$550,000	\$1,490.00
\$230,001	to	\$240,000	\$928.00	\$550,001	to	\$560,000	\$1,506.00
\$240,001	to	\$250,000	\$955.00	\$560,001	to	\$570,000	\$1,522.00
\$250,001	to	\$260,000	\$982.00	\$570,001	to	\$580,000	\$1,538.00
\$260,001	to	\$270,000	\$1,009.00	\$580,001	to	\$590,000	\$1,554.00
\$270,001	to	\$280,000	\$1,036.00	\$590,001	to	\$600,000	\$1,570.00
\$280,001	to	\$290,000	\$1,063.00	\$600,001	to	\$610,000	\$1,586.00
\$290,001	to	\$300,000	\$1,090.00	\$610,001	to	\$620,000	\$1,602.00
\$300,001	to	\$310,000	\$1,106.00	\$620,001	to	\$630,000	\$1,618.00
\$310,001	to	\$320,000	\$1,122.00	\$630,001	to	\$640,000	\$1,634.00
\$320,001	to	\$330,000	\$1,138.00	\$640,001	to	\$650,000	\$1,650.00
\$330,001	to	\$340,000	\$1,154.00	\$650,001	to	\$660,000	\$1,666.00
\$340,001	to	\$350,000	\$1,170.00	\$660,001	to	\$670,000	\$1,682.00
\$350,001	to	\$360,000	\$1,186.00	\$670,001	to	\$680,000	\$1,698.00
\$360,001	to	\$370,000	\$1,202.00	\$680,001	to	\$690,000	\$1,714.00
\$370,001	to	\$380,000	\$1,218.00	\$690,001	to	\$700,000	\$1,730.00
\$380,001	to	\$390,000	\$1,234.00	\$700,001	to	\$710,000	\$1,746.00
\$390,001	to	\$400,000	\$1,250.00	\$710,001	to	\$720,000	\$1,762.00
\$400,001	to	\$410,000	\$1,266.00	\$720,001	to	\$730,000	\$1,778.00

(Continued on the following page)

# STATEWIDE TITLE INSURANCE RATE

# (THE OR INSURANCE RATE) WITHOUT ESCROW SERVICES

Amount o	of In	surance	Rate	Amount of	of Ir	surance	Rate
\$730,001	to	\$740,000	\$1,794.00	\$870,001	to	\$880,000	\$2,018.00
\$740,001	to	\$750,000	\$1,810.00	\$880,001	to	\$890,000	\$2,034.00
\$750,001	to	\$760,000	\$1,826.00	\$890,001	to	\$900,000	\$2,050.00
\$760,001	to	\$770,000	\$1,842.00	\$900,001	to	\$910,000	\$2,066.00
\$770,001	to	\$780,000	\$1,858.00	\$910,001	to	\$920,000	\$2,082.00
\$780,001	to	\$790,000	\$1,874.00	\$920,001	to	\$930,000	\$2,098.00
\$790,001	to	\$800,000	\$1,890.00	\$930,001	to	\$940,000	\$2,114.00
\$800,001	to	\$810,000	\$1,906.00	\$940,001	to	\$950,000	\$2,130.00
\$810,001	to	\$820,000	\$1,922.00	\$950,001	to	\$960,000	\$2,146.00
\$820,001	to	\$830,000	\$1,938.00	\$960,001	to	\$970,000	\$2,162.00
\$830,001	to	\$840,000	\$1,954.00	\$970,001	to	\$980,000	\$2,178.00
\$840,001	to	\$850,000	\$1,970.00	\$980,001	to	\$990,000	\$2,194.00
\$850,001	to	\$860,000	\$1,986.00	\$990,001	to	\$1,000,000	\$2,210.00
\$860,001	to	\$870,000	\$2,002.00				

For each \$10,000 or fraction thereof above \$1,000,000 Add \$12.00 per \$10,000 up to and including \$2,000,000 = \$3,410.00 Add \$6.00 per \$10,000 over \$2,000,000

### **OWNERS INSURANCE**

The charges in this section apply to policies issued to insure ownership interests including estates in fee, easement rights, leaseholds and equitable interests.

### 1.1 A. Standard Coverage:

1. California Land Title Association (CLTA) Standard Coverage Policy; or American Land Title Association (ALTA) Residential Policy:

One-hundred percent (100%) of the OR Insurance Rate

2. Homeowner's Policy of Title Insurance:

One-hundred and ten percent (110%) of the OR Insurance Rate

# B. Extended Coverage:

American Land Title Association (ALTA) Owners Policy:

One-hundred and fifteen percent (115%) of the OR Insurance Rate

Note: See paragraph 2.1 of Lenders Insurance herein for the charges applicable for the insurance of a loan made concurrently with the issuance of an owner's policy including policies issued in "joint protection" form.

# 1.2 Conversion of an Insured Leasehold Estate into a Fee Estate

An outstanding policy issued by the Company which insures a lessee may be reissued to cover the acquisition of the fee title by the insured where the terms of the lease so provide, or contain an option to purchase, at fifty-percent (50%) of the OR Insurance Rate, based upon the same type and amount of outstanding insurance, plus an increased liability charge, if any.

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Revised: January 21, 2008

# OWNERS INSURANCE (Continued)

#### 1.3 Binder or Commitment to Insure a Resale

A binder or commitment (hereinafter referred to as "binder") for the issuance of a policy to insure a single future resale to an ultimate purchaser may be issued in lieu of a policy of title insurance upon the recordation of the initial conveyance at the charges shown below:

### A. Binder for a CLTA Standard Coverage Policy or ALTA Residential Policy:

One-hundred and ten percent (110%) of the OR Insurance Rate (one-hundred percent (100%) base charge plus ten-percent (10%) for the binder) based upon the full value of the estate or interest covered.

### B. Binder for a Homeowner's Policy of Title Insurance:

One-hundred and twenty percent (120%) of the OR Insurance Rate (one-hundred and ten percent (110%) base charge plus ten-percent (10%) for the binder) based upon the full value of the estate or interest covered.

## C. Binder for an ALTA Owners Policy:

One-hundred and twenty five percent (125%) of the OR Insurance Rate (115% base charge plus ten-percent (10%) for the binder) based upon the full value of the estate or interest covered.

Upon the consummation of the resale within two (2) years of the date of the recordation of the initial conveyance there will be no additional charge for the issuance of the policy in the liability and form shown in the binder. Insurance in excess of the amount of the binder will be charged on an increased liability basis. Insurance with a different form of policy which incurs a greater premium shall be computed from the difference between the price of the new policy, pursuant to paragraph 1.1 above, less the "base charge" paid for the binder.

Prior to its expiration, a binder may be extended for one (1) extra year by the payment of an additional ten-percent (10%) of the OR Insurance Rate based upon the full amount of the binder.

A binder may be reissued to reflect an interim transfer of title prior to the ultimate resale for a charge of twenty-five percent (25%) of the OR Insurance Rate based on the full amount of the binder. Additional charges for any increase in liability or changes in the type of policy from the original binder shall also apply.

A loan made simultaneously with the issuance or re-issuance of a binder shall be priced under the charges for concurrent financing in paragraph 2.1 of Lenders Insurance herein.

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Revised: January 21, 2008

# OWNERS INSURANCE (Continued)

### 1.4 Re-issue of Owners Insurance

A policy issued by the Company that (a) insured a Department of Veterans Affairs contract of sale which is being reconveyed in favor of the original purchaser; or (b) insured a vendee under a contract of sale which said vendee is acquiring the fee title; or (c) is being reissued to the original insured where no transaction is involved, shall be reissued at the charge of \$500.00 up to the amount of outstanding insurance, plus an increased liability charge, if any, at applicable insurance rate for coverage in excess of the original amount.

The above charge applies when both the original issue and the reissue policies are CLTA Standard Coverage, ALTA Residential or Homeowner's policies (collectively referred to as "Standard Coverage"). If both the original issue and the reissue are ALTA Owners Policies, or if the original issue was Standard Coverage and the reissue is to be an ALTA Owners Policy an additional fifteen-percent (15%) of the OR Insurance Rate based upon the amount of the insurance issued shall be added. If the original issue is either a CLTA Standard Coverage Policy or an ALTA Residential Policy and the reissue is to be a Homeowner's Policy, an additional ten-percent (10%) of the OR Insurance Rate based upon the amount of the insurance issued shall be added.

# 1.5 Policies to Insure an Option to Purchase

Insurance of an option to purchase shall be priced at the rates in paragraph 1.1 above. The amount of insurance may be based upon the consideration paid for the option or the fair value of the subject property.

When the Company has insured an option to purchase at fair value and within one (1) year of the date of the original policy a policy is issued for the exercise of that option, a credit of fifty-percent (50%) of the amount paid for the original policy will be applied to the cost of the final policy provided however, that the subject property and the insured named in the final policy are the same as the property and the optionee in the original policy. If the final policy is issued after one (1) year but within two (2) years of the date of the original policy the foregoing credit shall be reduced to forty-percent (40%). After two (2) years from the date of the original policy no credit may be given toward the purchase of the final policy.

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Revised: January 21, 2008

# OWNERS INSURANCE (Continued)

# 1.6 <u>Insurance on Tax Sale Parcels</u>

When the vested title is derived from a deed given at the conclusion of a sale of tax defaulted property the charge for any from of policy issued shall be One-hundred and fifty percent (150%) of the applicable OR Insurance Rate.

Revised: January 21, 2008

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### LENDERS INSURANCE

The charges in this section apply to title insurance policies issued to insure a lender.

## 2.1 <u>Lenders Insurance Issued Concurrently with Owners Insurance</u>

### A. CLTA Standard Coverage Policy:

- 1. No additional charge to insure a purchase money loan, or loans, when issued in "joint protection" form or when issued concurrently with an ALTA Residential Policy, Homeowner's Policy or ALTA Owners Policy<sup>1</sup>.
- 2. \$100.00 to insure a purchase money loan, or loans, issued concurrently with a CLTA Standard Coverage Policy insuring the ownership interest<sup>1</sup>.
- 3. To insure a loan, or loans, concurrent with an owners policy where any portion of the proceeds fund the construction of improvements:
  - a. \$100.00 when issued concurrently with a CLTA Standard Coverage Policy or no additional charge if issued concurrently with an ALTA Residential Policy, Homeowner's Policy or ALTA Owners Policy any of which insure the owner for the full value of the land and all existing (if any) and projected improvements<sup>1</sup>.
  - b. Seventy-five percent (75%) of the OR Insurance Rate, minimum \$500.00, when the concurrent owners insurance <u>is not</u> issued for the full value of the land and all existing (if any) and projected improvements<sup>1</sup>.

#### B. ALTA Loan Policy:

- 1. At the charges shown in the OR ALTA Loan Policy Concurrent Insurance Rate Table, which begins on page 19 herein, to insure a purchase money loan, or loans, concurrently with a standard coverage owner's policy<sup>1</sup>.
- 2. \$100.00 to insure a purchase money loan, or loans, concurrently with an ALTA Owners Policy<sup>1</sup>.
- 3. To insure a loan, or loans, concurrent with the issuance of an owner's policy where any portion of the proceeds fund the construction of improvements:
  - a. \$100.00 if issued concurrently with an ALTA Owners Policy or at the charges shown in the OR ALTA Loan Policy Concurrent Insurance Rate Table (which begins on page 19 herein) if issued concurrently with a standard coverage policy, when either form of owners policy insures for the full value of the land and all existing (if any) and projected improvements<sup>1</sup>.

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# LENDERS INSURANCE (Continued)

### 2.1 Lenders Insurance Issued Concurrently with Owners Insurance (Continued)

- 3. To insure a loan, or loans, concurrent with the issuance of an owner's policy where any portion of the proceeds fund the construction of improvements (Continued):
  - b. One-hundred percent (100%) of the OR Insurance Rate, when the concurrent owners insurance <u>is not</u> issued for the full value of the land and all existing (if any) and projected improvements. <sup>1</sup>

<sup>1</sup>There is an additional policy charge of \$100.00 for each concurrently issued loan policy over one.

Note 1: Policies insuring purchase money loans, for which the requested amount of insurance exceeds the concurrent owner's policy, shall be priced at the applicable rate for Lenders Insurance Issued Concurrently with Owners Insurance shown above in subparagraphs A and B.

Note 2: The charges for an ALTA Loan Policy in subparagraph B above shall also include the ALTA Short Form Residential Loan Policy, ALTA Master Residential Loan Policy or an ALTA Expanded Coverage Residential Loan Policy.

#### 2.2 Lenders Insurance Issued Without Concurrent Owners Insurance

### A. CLTA Standard Coverage Policy:

Seventy-five percent (75%) of the OR Insurance Rate, minimum \$500.00

### B. ALTA Loan Policy:

- 1. Eighty-five percent (85%) the OR Insurance Rate, minimum \$500.00; or
- 2. One-hundred percent (100%) of the OR Insurance Rate when any portion of the loan proceeds will fund the construction of improvements.

Note: See paragraphs 2.3, 2.4 and 2.5 herein when the loan transaction involves new first lien financing secured by a single family residence.

### C. ALTA Expanded Coverage Residential Loan Policy:

Ninety-five percent (95%) of the OR Insurance Rate, minimum \$500.00

Note: The charges for an ALTA Loan Policy in subparagraph B above shall also include the ALTA Short Form Residential Loan Policy and ALTA Master Residential Loan Policy.

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# LENDERS INSURANCE (Continued)

# 2.3 Residential Financing

The charges in this paragraph apply to an ALTA Loan Policy, ALTA Short Form Residential Loan Policy or an ALTA Master Residential Loan Policy issued in connection with a financing transaction of up to \$10,000,000 involving a single-family residence where new first lien financing is being obtained. Said charges are inclusive of the premium for a CLTA 110.9 Endorsement which may be included with the policy when appropriate.

For purposes of this rate a "single-family residence" is deemed to be any, single-family home of one to four units, condominium unit, cooperative apartment or record interest in a tenancy-in-common project, that are used exclusively for residential purposes.

Policy	Policy
Liability	Premium
Up To	Amount
\$250,000	\$450.00
\$500,000	\$645.00
\$650,000	\$800.00
\$750,000	\$995.00
\$850,000	\$1,200.00
\$1,000,000	\$1,375.00
\$1,500,000	\$1,700.00
\$2,000,000	\$2,100.00
\$3,000,000	\$2,800.00
\$4,000,000	\$3,400.00
\$5,000,000	\$4,100.00
\$6,000,000	\$4,700.00
\$7,000,000	\$5,300.00
\$8,000,000	\$5,900.00
\$9,000,000	\$6,600.00
\$10,000,000	\$7,100.00

Note: The charges in this paragraph do not apply where any portion of the new loan funds the construction of improvements, replaces construction financing or where the Company is requested to assume insurance risk for unrecorded mechanic's liens. See paragraph 2.2 and/or 2.9 for the rates applicable to financing transactions involving construction.

# LENDERS INSURANCE (Continued)

#### 2.4 Portfolio Residential Refinance

For loans of more than \$500,000\* a charge of fifty-five percent (55%) of the Statewide Insurance Rate (OR Insurance Rate), based upon the loan amount, shall apply to a refinance transaction involving a single family residence where an institutional lender is replacing its existing insured first lien financing and where following conditions apply:

- 1. The borrower and the subject property are exactly the same on both the existing and replacement deeds of trust;
- 2. The new lender is the present owner of the beneficial interest in the insured first lien deed of trust that is being replaced;
- 3. The new loan does not replace construction financing or fund the construction of improvements and there is no insurance exposure for unrecorded mechanic's liens; (See paragraph 2.2 and/or 2.9 for the charges applicable to construction financing) and
- 4. The policy to be issued is an ALTA Loan Policy, ALTA Short Form Residential Loan Policy or the ALTA Master Residential Loan Policy with Residential Loan Certificate.

Note 1: For the application of the Portfolio Residential Refinance rate, a "single-family residence" is deemed to be any, single-family home of one to four units, condominium unit, cooperative apartment or record interest in a tenancy-in-common project, that are used exclusively for residential purposes.

\*For policies insuring new first lien loans secured by residential properties of \$500,000 or less please see the charges in paragraph 2.3 herein.

Revised: April 2, 2012

# LENDERS INSURANCE (Continued)

#### 2.5 Centralized Service Residential Refinance

The charges in this paragraph apply to a refinance transaction of up to \$1,500,000 involving a residential dwelling unit where existing first lien financing is being replaced with a loan of substantially the same character originated by an institutional lender and meets the following criteria:

- 1. The transaction is processed by Old Republic Title Residential Information Service's Centralized Title Closing Operations Center or in another comparable center operated by a similar division of the Company;
- 2. An ALTA Loan Policy, an ALTA Short Form Residential Loan Policy or an ALTA Master Residential Loan Policy is issued utilizing streamlined underwriting standards allowing for generic exceptions; and
- 3. Orders are placed electronically by the originating lender and processed and delivered through a centralized order management electronic platform.

For purposes of this rate a "residential dwelling unit" is deemed to be a single family home consisting of one to four units, condominium unit, cooperative apartment or record interest in a tenancy-in-common project, that are used exclusively for residential purposes.

The final policy for qualifying orders under this section may contain a CLTA 110.9 Endorsement without additional charge upon the instructions of the lender at closing.

Loan amounts up to and including \$250,000\$345	5.00
\$250,000.01 up to and including \$500,000\$450	00.0
\$500,000.01 up to and including \$750,000\$580	0.00
\$750,000.01 up to and including \$1,000,000 \$640	00.0
\$1,000,000.01 up to and including \$1,300,000 \$770	00.0
\$1,300,000.01 up to and including \$1,500,000 \$895	5.00

Maximum Loan Amount \$1,500,000

Note: The charges in this paragraph do not apply to loan polices issued concurrently with owners insurance or where any portion of the new loan funds the construction of improvements, replaces construction financing or when insurance risk for unrecorded mechanic's liens exists. See paragraph 2.2 and/or 2.9 for the rates applicable to financing transactions involving construction.

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Revised: June 28, 2010

# LENDERS INSURANCE (Continued)

# 2.6 ALTA Expanded Coverage Loan Policy

An ALTA Expanded Coverage Residential Loan Policy may be issued to insure a new first loan under the charges set forth in paragraphs 2.3, 2.4 or 2.5 at an additional charge based on the first loan amount of ten-percent (10%) of the Statewide Insurance Rate (OR Insurance Rate).

# 2.7 <u>Multiple Loan Policies without the Concurrent Issuance of Owners Insurance</u>

When one lender is simultaneously making multiple loans which encumber identical property and that are not concurrent with the issuance of owners insurance, the premium shall be calculated from the aggregate of amount lent at the appropriate rate(s) for the coverage requested, as set forth in paragraphs 2.2, 2.3, 2.4 or 2.5. An additional policy fee of \$100.00 shall also apply to each policy issued over one.

When two or more different lenders are making simultaneous loans the charges in paragraph 2.2 shall apply to the policy or policies to be issued that insure any subordinate loan to the concurrent first deed of trust.

# LENDERS INSURANCE (Continued)

# 2.8 Binder or Commitment for a Loan Policy to Insure Future Financing

Concurrent with the issuance of owners insurance or a binder for an owners policy, a binder or commitment (hereinafter referred to as "binder") for the insurance of future financing on the insured property may be written for the time periods and at the charges shown below:

- A. For a binder for the future issuance of a loan policy within one (1) year of the date of the simultaneously issued owners insurance; the charge shall be the applicable rate for lenders insurance issued concurrently with owners insurance set forth in paragraph 2.1 above, plus an additional ten-percent (10%) of the OR Insurance Rate, based upon projected loan amount.
- B. For a binder for the future issuance of a loan policy, within two (2) years of the date of the simultaneously issued owners insurance, the charge shall be the applicable rate for lenders insurance issued concurrently with owners insurance set forth in paragraph 2.1 above, plus an additional twenty-percent (20%) of the OR Insurance Rate, based upon the projected loan amount.

A binder issued under subparagraph A above may be extended for an extra one (1) year period by the payment, prior to its expiration, of an additional ten-percent (10%) of the OR Insurance Rate based upon the full amount of the binder.

Prior to the expiration of the binder, a loan policy may be issued in the liability and form described therein to insure the new lender of the named vestee at no additional charge.

Insurance in excess of the amount of the binder will be charged on an increased liability basis.

When a another form of loan policy is requested from the form contracted for in the binder and said policy incurs a greater premium for its issuance, the additional charge shall be the difference in the premium between the policy to be issued and the policy contemplated in the binder in accordance with paragraph 2.1 above.

Revised: November 30, 2009 12

# LENDERS INSURANCE (Continued)

# 2.9 Reissue Charges for Construction and Interim Loans

A policy insuring a construction loan may be reissued within two (2) years of the date of completion of the work of improvement, which period may be extended to up to four (4) years by the payment of ten percent (10%) of the OR Insurance Rate, based on the new loan amount, in addition to the charges shown below. A policy which insured an interim loan for which a take-out commitment was in place may be reissued within two (2) years of the date of original policy to insure the permanent financing. The charges for the services described herein may be paid at the time of the issuance of the initial policy or upon the reissue and are only applicable when the borrower is exactly the same in both the initial and permanent deeds trust.

### Glossary of Initial and Reissued Policy Combination Packages

LP-3, an ALTA Loan Policy without a reissue

LP-4, a CLTA Policy with mechanic's lien insurance, but without a reissue

LP-5, initial and reissued CLTA Policies

LP-6, an initial CLTA Policy with an ALTA reissue

LP-8, initial and reissued CLTA Policies, both with mechanic's lien insurance

LP-9, an initial CLTA Policy with mechanic's lien insurance and an ALTA reissue

LP-10, an initial ALTA Loan Policy with an ALTA reissue

- A. Where the initial policy is CLTA Standard Coverage which is:
  - 1. Reissued as a CLTA Standard Coverage Policy:

Fifteen-percent (15%) of the OR Insurance Rate

2. Reissued as an ALTA Loan Policy, ALTA Short Form Residential Loan Policy or ALTA Master Residential Loan Policy:

Forty-percent (40%) of the OR Insurance Rate

3. Issued or reissued with mechanic's lien insurance:

See Endorsement Section

- B. Where the initial coverage is an ALTA Loan Policy which is;
  - Reissued as an ALTA Loan Policy, ALTA Short Form Residential Loan Policy or ALTA Master Residential Loan Policy:

Thirty-five percent (35%) of the OR Insurance Rate

An increased liability charge shall apply in the event that the take-out or final loan is greater than the initial financing amount.

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# LENDERS INSURANCE (Continued)

### 2.9 Reissue Charges Construction and Interim Loans (Continued)

C. When the Company has issued any combination of initial and reissued policies as described in subparagraphs A and B above, a policy insuring new permanent financing can be issued:

Within one (1) year of the date of the completion of the improvements at fifteen-percent (15%) of the OR Insurance Rate; or

After one (1) year, but within two (2) years of date of the completion of the improvements at twenty-five percent (25%) of the OR Insurance Rate.

Said charges apply up to the amount of the last policy, liability in excess of that amount will be charged for on an increased liability basis.

D. In the event that an ALTA Expanded Coverage Residential Loan Policy is requested, to the charge specified for an ALTA Loan Policy above an additional charge of ten-percent (10%) of the OR Insurance Rate will be added based on the new loan amount.

Note: The charges herein apply only when the initial and subsequent polices are issued by Old Republic National Title Insurance Company.

# LENDERS INSURANCE (Continued)

## 2.10 Extension or Modification of an Insured Deed of Trust

A policy covering an agreement extending or modifying the terms of an insured deed of trust can be issued at the following charges, based upon the unpaid balance of the encumbrance:

- A. When both the original and the new policy are CLTA Standard Coverage:
  - Twenty-five percent (25%) of the OR Insurance Rate, minimum \$250.00
- B. When both the original and the new policy is an ALTA Loan Policy:
  - Thirty-five percent (35%) of the OR Insurance Rate, minimum \$250.00
- C. When the original policy is CLTA Standard Coverage and the new policy is an ALTA Loan Policy:
  - Fifty-percent (50%) of the OR Insurance Rate
- D. When both the original and the new policy is an ALTA Expanded Coverage Residential Loan Policy:
  - Fifty-percent (50%) of the OR Insurance Rate
- Note 1: The above charges apply only upon the amount of the unpaid balance of the encumbrance shown in the original policy, insurance in excess thereof shall be charged for on an increased liability basis.
- Note 2: In respect to the charges in subparagraphs A through D above the outstanding loan policy <u>must</u> be a policy issued by Old Republic National Title Insurance Company or Title Insurance Company of Minnesota, otherwise the charges in subparagraph E below shall apply.
- Note 3: Existing CLTA Standard Coverage or ALTA Loan policies may not be reissued in ALTA Expanded Coverage Residential Loan Policy form.
- E. When the existing policy was issued by a title insurer other than Old Republic National Title Insurance Company, formerly Title Insurance Company of Minnesota:

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Fifty-five percent (55%) of the OR Insurance Rate up to the amount of the existing policy. For insurance in excess of the existing policy the appropriate rate for new lenders insurance shall apply.

# LENDERS INSURANCE (Continued)

### 2.11 Additional Advance (Open-End Mortgages)

A policy insuring an additional advance evidenced by a supplementary note secured by an insured deed of trust can be issued at the following charges based upon the amount of the additional advance, unless otherwise stated.

- A. When both the original and the new policy are CLTA Standard Coverage:
  - Seventy-five percent (75%) of the OR Insurance Rate
- B. When both the original and the new policy are ALTA Loan Policies:
  - Eighty-five percent (85%) of the OR Insurance Rate
- C. When the original policy is CLTA Standard Coverage and the new policy is an ALTA Loan Policy:
  - Ninety-five percent (95%) of the OR Insurance Rate
- D. When both the original and the new policy is an ALTA Expanded Coverage Residential Loan Policy:
  - Ninety-five percent (95%) of the OR Insurance Rate
- Note 1: The above charges also apply when a modification of the insured deed of trust is required to permit the making of the additional advance, however they do not apply to any other modification. See paragraph 2.8 above for the modification of an insured deed of trust.
- Note 2: For mechanic's lien insurance, refer to the Endorsement Section which coverage may only be issued at the aggregate loan balance.
- Note 3: The outstanding loan policy <u>must</u> be a policy issued by Old Republic National Title Insurance Company or Title Insurance Company of Minnesota.
- Note 4: Existing CLTA Standard Coverage or ALTA Loan policies may not be reissued in ALTA Expanded Coverage Residential Loan Policy form.

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# LENDERS INSURANCE (Continued)

# 2.12 Assignment of Deeds of Trust

Assignments of the beneficial interest under an insured deed of trust may be insured at the following charges based upon the unpaid balance of the encumbrance or upon the collateral amount when the assignment is for collateral purposes only. The charges herein specified shall be applicable only where the trustor is exactly the same as the encumbrance insured by the outstanding policy which policy must be issued by Old Republic National Title Insurance Company or Title Insurance Company of Minnesota, otherwise the charges in paragraph 2.2 above apply.

# A. Insurance by Policy:

1. When both the original and the new policy are CLTA Standard Coverage:

Twenty-five percent (25%) of the OR Insurance Rate

2. When both the original and the new policy are ALTA Loan Policies:

Thirty-five percent (35%) of the OR Insurance Rate

3. When the original policy is CLTA Standard Coverage and the new policy is an ALTA Loan Policy:

Fifty-percent (50%) of the OR Insurance Rate

4. When both the original and the new policy is an ALTA Expanded Coverage Residential Loan Policy:

Fifty-percent (50%) of the OR Insurance Rate

In addition to the charges set forth above, add \$100.00 for a policy fee.

B. For insurance by endorsement, see the Endorsement Section of this Schedule.

Note 1: The rates herein are applicable only provided that the assignee will accept existing reinsurance agreements, if any. Should new reinsurance or additional reinsurance be required by the assignee, fees shall be calculated according to paragraph 2 above.

Note 2: Existing CLTA or ALTA Loan policies may not be reissued with an ALTA Expanded Coverage Residential Loan Policy.

# LENDERS INSURANCE (Continued)

# 2.13 Fannie Mae Balloon Mortgage Policies

An ALTA Short Form Residential Loan Policy may be issued in place of either the ORT-43 (Loan Reset) or a ORT-44 (Loan Workout) Endorsements to insure a Fannie Mae balloon reset at a flat rate of \$325.00.

# 2.14 Mortgage Impairment Protection Insurance Policy

A limited coverage policy issued to lenders who are making a non-purchase money loan, home equity loan or home equity line of credit or other closed end consumer loan secured by a mortgage on an owner occupied one to four unit residential property.

Loan amounts up to and including \$100,000	. \$50.00
\$100,000.01 up to and including \$250,000	. \$65.00
\$250,000.01 up to and including \$500,000	. \$125.00
\$500,000.01 up to and including \$750,000	. \$165.00
\$750,000.01 up to and including \$1,000,000	.\$195.00

Maximum Loan Amount \$1,000,000

Revised: June 28, 2010 18

# THE OLD REPUBLIC (OR) ALTA LOAN POLICY CONCURRENT INSURANCE RATE TABLE

Amount	of Ir	nsurance	Rate	Amount o	f In	surance	Rate
\$0	to	\$100,000	\$320.00	\$410,001	to	\$420,000	\$617.00
\$100,001	to	\$110,000	\$330.00	\$420,001	to	\$430,000	\$624.00
\$110,001	to	\$120,000	\$340.00	\$430,001	to	\$440,000	\$630.00
\$120,001	to	\$130,000	\$350.00	\$440,001	to	\$450,000	\$637.00
\$130,001	to	\$140,000	\$360.00	\$450,001	to	\$460,000	\$644.00
\$140,001	to	\$150,000	\$370.00	\$460,001	to	\$470,000	\$650.00
\$150,001	to	\$160,000	\$379.00	\$470,001	to	\$480,000	\$657.00
\$160,001	to	\$170,000	\$389.00	\$480,001	to	\$490,000	\$663.00
\$170,001	to	\$180,000	\$399.00	\$490,001	to	\$500,000	\$670.00
\$180,001	to	\$190,000	\$409.00	\$500,001	to	\$510,000	\$712.00
\$190,001	to	\$200,000	\$419.00	\$510,001	to	\$520,000	\$719.00
\$200,001	to	\$210,000	\$429.00	\$520,001	to	\$530,000	\$726.00
\$210,001	to	\$220,000	\$439.00	\$530,001	to	\$540,000	\$733.00
\$220,001	to	\$230,000	\$449.00	\$540,001	to	\$550,000	\$741.00
\$230,001	to	\$240,000	\$459.00	\$550,001	to	\$560,000	\$748.00
\$240,001	to	\$250,000	\$469.00	\$560,001	to	\$570,000	\$755.00
\$250,001	to	\$260,000	\$478.00	\$570,001	to	\$580,000	\$763.00
\$260,001	to	\$270,000	\$488.00	\$580,001	to	\$590,000	\$769.00
\$270,001	to	\$280,000	\$498.00	\$590,001	to	\$600,000	\$777.00
\$280,001	to	\$290,000	\$508.00	\$600,001	to	\$610,000	\$785.00
\$290,001	to	\$300,000	\$518.00	\$610,001	to	\$620,000	\$791.00
\$300,001	to	\$310,000	\$525.00	\$620,001	to	\$630,000	\$799.00
\$310,001	to	\$320,000	\$531.00	\$630,001	to	\$640,000	\$806.00
\$320,001	to	\$330,000	\$538.00	\$640,001	to	\$650,000	\$813.00
\$330,001	to	\$340,000	\$544.00	\$650,001	to	\$660,000	\$821.00
\$340,001	to	\$350,000	\$551.00	\$660,001	to	\$670,000	\$828.00
\$350,001	to	\$360,000	\$568.00	\$670,001	to	\$680,000	\$835.00
\$360,001	to	\$370,000	\$574.00	\$680,001	to	\$690,000	\$842.00
\$370,001	to	\$380,000	\$581.00	\$690,001	to	\$700,000	\$850.00
\$380,001	to	\$390,000	\$587.00	\$700,001	to	\$710,000	\$857.00
\$390,001	to	\$400,000	\$594.00	\$710,001	to	\$720,000	\$864.00
\$400,001	to	\$410,000	\$611.00	\$720,001	to	\$730,000	\$872.00

(Continued on the following page)

# THE OLD REPUBLIC (OR) ALTA LOAN POLICY CONCURRENT INSURANCE RATE TABLE

Amount of	of Ir	nsurance		Amount	of Ir	nsurance	Rate
\$730,001	to	\$740,000	\$878.00	\$870,001	to	\$880,000	\$981.00
\$740,001	to	\$750,000	\$886.00	\$880,001	to	\$890,000	\$987.00
\$750,001	to	\$760,000	\$894.00	\$890,001	to	\$900,000	\$995.00
\$760,001	to	\$770,000	\$900.00	\$900,001	to	\$910,000	\$1,003.00
\$770,001	to	\$780,000	\$908.00	\$910,001	to	\$920,000	\$1,009.00
\$780,001	to	\$790,000	\$915.00	\$920,001	to	\$930,000	\$1,017.00
\$790,001	to	\$800,000	\$922.00	\$930,001	to	\$940,000	\$1,023.00
\$800,001	to	\$810,000	\$930.00	\$940,001	to	\$950,000	\$1,031.00
\$810,001	to	\$820,000	\$937.00	\$950,001	to	\$960,000	\$1,039.00
\$820,001	to	\$830,000	\$944.00	\$960,001	to	\$970,000	\$1,045.00
\$830,001	to	\$840,000	\$951.00	\$970,001	to	\$980,000	\$1,053.00
\$840,001	to	\$850,000	\$959.00	\$980,001	to	\$990,000	\$1,060.00
\$850,001	to	\$860,000	\$966.00	\$990,001	to	\$1,000,000	\$1,067.00
\$860,001	to	\$870,000	\$973.00				

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For each \$10,000 or fraction thereof above \$1,000,000 Add \$5.00 per \$10,000 up to and including \$2,000,000 = \$1,567.00 Add \$3.00 per \$10,000 over \$2,000,000

Revised: October 31, 2011

### **MAJOR PROJECTS**

This section is applicable for pricing major commercial, industrial or apartment developments which involve the issuance of one or more policies of title insurance aggregating \$3,000,000 or more. In determining the aggregate amount of insurance applicable to a major project it is permissible to include transactions insured by another title insurer. Notwithstanding the fees set forth in this section, special pricing consideration will be given to transactions involving policies aggregating \$15,000,000 or more based upon factors including perceived risk, the number and geographic location of the properties involved, service costs and other reasonable considerations.

# 3.1 <u>Major Projects - Owners Insurance</u>

Policies issued to insure ownership interests including estates in fee, easement rights, leaseholds and equitable interests.

# A. Standard Coverage:

When the aggregate amount of insurance is \$10,000,000 or less;

\$0.90 for each \$1,000 of liability or fraction thereof

When the aggregate amount of insurance is more than \$10,000,000 but less than \$20,000,000;

\$0.85 for each \$1,000 of liability or fraction thereof

When the aggregate amount of insurance exceeds \$20,000,000;

\$0.80 for each \$1,000 of liability or fraction thereof

#### B. Extended Coverage:

When the aggregate amount of insurance is \$10,000,000 or less;

\$1.10 for each \$1,000 of liability or fraction thereof

When the aggregate amount of insurance is more than \$10,000,000 but less than \$20,000,000;

\$1.05 for each \$1,000 of liability or fraction thereof

When the aggregate amount of insurance exceeds \$20,000,000;

\$1.00 for each \$1,000 of liability or fraction thereof

Revised: October 31, 2011 21

### **MAJOR PROJECTS**

# 3.2 Major Projects - Lenders Insurance Concurrent with Owners Insurance

The following charges apply to policies insuring a purchase money loan, or loans, issued concurrently with owners insurance priced under the provisions of paragraph 3.1 above. Insurance in excess of the concurrently issued owner's policy shall be priced on an increased liability basis at the rate for loan policies which are not concurrent with owners insurance in paragraph 3.3 below.

Where any portion of the proceeds from the new loan will fund the construction of improvements, the charges below apply only when the concurrent owners insurance is issued for the full value of the land and all existing (if any) and projected improvements, otherwise refer to paragraph 3.3 below for the appropriate rate.

- A. Policies to insure a loan issued concurrently with a Standard Coverage owners policy:
  - 1. CLTA Standard Coverage Policy:

\$100.00 for each loan policy

2. ALTA Loan Policy:

When the aggregate amount of insurance is \$10,000,000 or less;

\$0.20 for each \$1,000 of liability or fraction thereof, plus \$100.00 for each policy

When the aggregate amount of insurance exceeds \$10,000,000;

\$0.15 for each \$1,000 of liability or fraction thereof, plus \$100.00 for each policy

B. Policies to insure a loan issued concurrently with an Extended Coverage owners policy:

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1. CLTA Standard Coverage Policy:

No Charge

2. ALTA Loan Policy:

\$100.00 for each loan policy

Revised: October 31, 2011

### **MAJOR PROJECTS**

# 3.3 Major Projects - Lenders Insurance Not Concurrent with Owners Insurance

The following charges shall apply to policies insuring a loan or loans that are not made concurrent with owners insurance or which fund the construction of improvements.

# A. CLTA Standard Coverage Policy:

When the aggregate amount of insurance is \$10,000,000 or less;

\$0.70 for each \$1,000 of liability or fraction thereof

When the aggregate amount of insurance is more than \$10,000,000 but less than \$20,000,000;

\$0.65 for each \$1,000 of liability or fraction thereof

When the aggregate amount of insurance exceeds \$20,000,000;

\$0.60 for each \$1,000 of liability or fraction thereof

# B. ALTA Loan Policy:

When the aggregate amount of insurance is \$10,000,000 or less;

\$0.90 for each \$1,000 of liability or fraction thereof

When the aggregate amount of insurance is more than \$10,000,000 but less than \$20,000,000;

\$0.85 for each \$1,000 of liability or fraction thereof

When the aggregate amount of insurance exceeds \$20,000,000;

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\$0.80 for each \$1,000 of liability or fraction thereof

Revised: October 31, 2011

### **MAJOR PROJECTS**

### 3.4 Major Projects - Reissue Rates for Lenders and Owners Policies

The following charges apply to the reissue of an Old Republic National Title Insurance Policy charged under the Major Projects rate which, (A) is being reissued into a final policy after the completion of improvements; or (B) is for the reissue of an interim loan into a final policy; or (C) in respect to an owners policy, is being reissued when no transaction is involved.

Original Form	<u>Reissue</u>	Rate Per Thousand
Standard Coverage	Standard Coverage	\$0.20, maximum \$300.00
Standard Coverage	Extended Coverage	\$0.40, maximum \$500.00
Extended Coverage	Extended Coverage	\$0.35, maximum \$500.00

Insurance in excess of the original issue shall be priced on an increased liability basis at the appropriate rate as established in paragraphs 3.1, 3.2 or 3.3 herein.

## 3.5 Major Projects - Modification of Insured Deed of Trust

The modification of an institutional lender's existing insured debt, provided said loan would otherwise qualify for pricing under the Major Projects Rate herein, may be insured at fifty-five percent (55%) of the applicable rate in Section 3.3 above based on the outstanding balance of the loan.

When the outstanding policy was issued by Old Republic National Title Insurance Company, formerly Title Insurance Company of Minnesota, the charge shall be determined in accordance with the provisions of Section 3.7 herein for endorsements.

Insurance in excess of the amount of the outstanding balance of the loan shall be priced at the appropriate rate for separate lenders insurance herein.

Revised: November 30, 2009 24

### **MAJOR PROJECTS**

# 3.6 Major Projects - Binders and Commitments

A binder or commitment (collectively referred to herein as "binder") for the issuance of a policy to insure a future resale may be issued in lieu of a policy of title insurance or concurrently with the issuance of owners insurance or a binder to insure a future resale, a binder for the future financing of the same property may be issued at the following additional separate charge, based upon the aggregate project liability:

\$10,000,000 or less - \$0.10 for each \$1,000 increment of liability or fraction thereof In excess of \$10,000,000 - \$0.05 for \$1,000 increment of liability or fraction thereof

Insurance in excess of the amount of the binder will be charged on an increased liability basis at the appropriate rate set forth in paragraphs 3.1 or 3.2 herein.

Since the times for issuance of the policy or policies contracted for in the binder may vary according to the demands of the particular transaction, the specifications for the issuance of the particular binder may be set forth in separate contract.

# 3.7 Major Projects - Endorsements

The charge for an endorsement issued in connection with a policy priced under the Major Projects rate is obtained by applying the percentage, if any, shown for the endorsement in the Endorsement section of this Schedule to the rate for each \$1,000 of aggregate policy liability shown below:

A. In a project where the aggregate policy liability is \$10,000,000 or less - \$1.00 for each \$1,000 increment of liability or fraction thereof

B. In a project where the aggregate policy liability is in excess of \$10,000,000 - \$0.90 for each \$1,000 increment of liability of fraction thereof

Revised: October 31, 2011 25

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY MAJOR PROJECTS

# 3.8 <u>Major Projects - Trustee's Sale Guarantees</u>

When the liability amount of a Trustee's Sale Guarantee is less than \$20,000,000:

The charges in paragraph 5.1 shall apply;

When the liability amount is \$20,000,000 and up to and including \$50,000,000:

\$0.60 for each \$1,000 of liability or fraction thereof;

When the liability amount is over \$50,000,000 and up to and including \$100,000,000:

\$0.55 for each \$1,000 of liability or fraction thereof;

When the liability amount is over \$100,000,000:

\$0.50 for each \$1,000 of liability or fraction thereof.

Revised: October 31, 2011 25.1

### SUBDIVISION AND DEVELOPMENT RATE

The Subdivision and Development Rate is available to developers of a specific project, and their lenders and buyers, on land that has been divided or is to be divided into two (2) or more units for sale, lease, financing or for other purposes in which policies of title insurance will be issued. An undivided interest in a tenancy in common project shall be considered as a "unit" for purpose of applying this rate.

When the actual number of units and/or the full sales price (or unit value under a lease) is not available, the charge for a CLTA Standard Coverage Policy to insure an owner or an ALTA Loan Policy issued for the development and/or financing of the project shall be computed at seventy-percent (70%) of the OR Insurance Rate.

The charges in paragraphs 4.1, 4.2, and 4.3 are taken from the Subdivision Bulk Rate which begins on page 29 herein, are applicable to the various types of policies required in connection with the financing and development of two (2) or more units in a given project based upon the full sales price (or unit value under a lease) of the separate unit according to the number of units within a given project. In San Francisco County, the percentage rate for the number of subdivided units shall be applied as shown, except that the insurance rate from which the respective percentage is calculated shall be the OR Insurance Rate.

The charges in paragraphs 4.4, 4.5 and 4.6 are applicable only to timeshares, fractional interests and private vacation clubs which types of vacation property interests are not subject to the rates set forth in paragraphs 4.1, 4.2 or 4.3 herein.

### 4.1 <u>Subdivision and Development Rate</u>

#### A. For the sale of an individual unit to an initial purchaser

1. CLTA Standard Coverage Policy or an ALTA Residential Policy to insure the original buyer of a unit.

2 to 200 units 60% of the Subdivision Bulk Rate

201 to 500 units 55% of the Subdivision Bulk Rate

500 or more units 50% of the Subdivision Bulk Rate

- 2. For a Homeowner's Policy to insure the first buyer of a unit, add ten-percent (10%) of the Subdivision Bulk Rate to charges shown above.
- 3. For an ALTA Loan Policy to insure the first buyers purchase money loan, add fifteenpercent (15%) of the Subdivision Bulk Rate, based on the full sales price, to the charges shown above.

(Continued on the following page)

Revised: June 28, 2010 26

# SUBDIVISION AND DEVELOPMENT RATE (Continued)

# 4.1 Subdivision and Development Rate (Continued)

# A. For the sale of an individual unit to an initial purchaser (Continued)

- 4. For an ALTA Expanded Coverage Residential Loan Policy to insure the first buyer's purchase money loan, add twenty-five percent (25%) of the Subdivision Bulk Rate, based on the full sales price to the charges shown above, if issued with concurrently with a CLTA Standard Coverage Policy or an ALTA Residential Policy. Add fifteen-percent (15%) of the Subdivision Bulk Rate, based on the full sales price, if issued concurrently with a Homeowner's Policy.
- 5. For an ALTA Owners Policy to insure the initial purchaser of a unit add fifteen-percent 15% of the OR Insurance Rate to the amount that would be applicable to a CLTA Standard Coverage Policy under this section. An ALTA Loan Policy issued to insure the buyers purchase money loan concurrently with an ALTA Owners Policy shall be issued for an additional charge of \$100.00.

# B. For the insurance of loans for the development and financing of a project

- 1. CLTA Standard Coverage Policies for on-site construction loans and off-site construction loans that are recorded concurrently with or as part of an on-site construction loan or loans, regardless of whether the on-site construction loan or loans are recorded singly or in multiples of more than one, add ten-percent (10%) of the Subdivision Bulk Rate.
- ALTA Loan Policies for on-site construction loans and off-site construction loans that are
  recorded concurrently with or as part of an on-site construction loan or loans, regardless
  of whether the on-site construction loan or loans are recorded singly or in multiples of
  more than one, add fifteen-percent (15%) of the Subdivision Bulk Rate.
- 3. A construction loan policy can be reissued on completion for a percentage determined by multiplying the charge made for the original policy by the percentage that would be applicable to the reissue policy under paragraph 2.7 of the "Lenders Insurance" section of this Schedule, maximum charge \$500.00.
- 4. ALTA Loan Policies insuring all other loans including off-site construction loans which are not recorded concurrently with or as part of an on-site construction loan and construction loans for multipurpose developments part of which are to be offered for sale or lease as individual units shall be issued at the percentage rate for the number of subdivided units shown in paragraph 4.1A (1) on the preceding page, except that the applicable percentage shall be taken from the OR Insurance Rate.

(Continued on the following page)

Revised: June 28, 2010 27

# SUBDIVISION AND DEVELOPMENT RATE (Continued)

### 4.2 Endorsements

To obtain the premium for an endorsement issued with a policy under this section, determine the Subdivision Bulk Rate applicable to the policy using the percentage applicable to the project based on the number of units, as shown in paragraph 4.1A (1) above, and then multiply the result by the percentage rate for the desired endorsement as shown in the "Endorsement" section of this Schedule.

### 4.3 Binders

Binders shall be written pursuant to this section at the charge of \$1.00 per \$10,000 of liability plus the appropriate charge for the coverage bound. As the times for issuance of the policy or policies may vary according to the demands of the particular transaction, the specifications for the issuance of the particular binder will be set forth in separate contract provided, however, that the fee for the binder to be issued will be no less than the rate for the policy agreed to be delivered, as established by this schedule, plus the additional binder charge.

# 4.4 Timeshares

# A. Initial Sale Out From Project Developer

The following charges apply to the initial sale from the project developer of a timeshare interval ownership to the original interval purchaser.

- 1. Owners Insurance Owners Policy of Title Insurance for Deeded Vacation Interests:
  - a. In a project of up to 200 intervals:

 Policy Amount
 Policy Premium

 Up to \$15,000
 \$65.00

 \$15,001 to \$45,000
 \$85.00

 \$45,001 to \$100,000
 \$100.00

\$100,001 and above, add \$0.35 for each \$1,000 or fraction thereof.

b. In a project of more than 200 intervals:

Policy Amount Policy Premium

Up to \$100,000 \$55.00

\$100,001 and above, add \$0.35 for each \$1,000, or fraction thereof.

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(Continued on the following page)

# SUBDIVISION AND DEVELOPMENT RATE (Continued)

### 4.4 Timeshares (Continued)

# A. Initial Sale Out From Project Developer (Continued)

2. Lenders Insurance – Standard Coverage Loan Policy

The premium for a simultaneously issued standard coverage loan policy shall be \$15.00, provided that the amount of the concurrently issued loan policy does not exceed the amount of the owners insurance. If issued in an amount in excess of the concurrent owner's insurance add \$0.35 for each \$1,000 or fraction thereof for the amount of insurance above the owner's policy.

# B. Resale Rate - Conveyance to Project Developer

The following charges apply to a resale of a timeshare ownership interval from an individual purchaser to the project developer/association.

1. Owners Insurance – Owners Policy of Title Insurance for Deeded Vacation Interests:

Policy Amount	Policy Premium
Up to \$15,000	\$65.00
\$15,001 to \$45,000	\$85.00
\$45,001 to \$100,000	\$100.00
\$100,001 and above, add \$0.35 for	each \$1,000 or fraction thereof.

#### C. Resale Rate - Conveyance to Individual Purchaser

The following charges apply to the resale from an individual timeshare interval ownership holder to any purchaser other than the project developer/association.

1. Owners Insurance – Owners Policy of Title Insurance for Deeded Vacation Interests:

<u>Policy Amount</u>	<u>Policy Premium</u>
Up to \$7,000	\$150.00
\$7,001 to \$60,000	\$250.00
\$60,001 and above,	add \$0.50 for each \$1,000 or fraction thereof.

2. Lenders Insurance – Standard Coverage Loan Policy:

The premium for a simultaneously issued standard coverage loan policy shall be \$15.00, provided that the amount of the concurrently issued loan policy does not exceed the amount of the owners insurance. If issued in an amount in excess of the concurrent owner's insurance add \$0.50 for each \$1,000 or fraction thereof for the amount of insurance above the owner's policy.

# SUBDIVISION AND DEVELOPMENT RATE (Continued)

### 4.5 Fractional Interests and Private Residence Clubs

The following charges apply to the sale of a fractional interest in a fractional interest vacation development or private residence club.

1. Owners Insurance – Owners Policy of Title Insurance for Deeded Vacation Interests:

45% of the Statewide Insurance Rate; minimum charge \$200.00

2. Lenders Insurance – Extended Coverage Loan Policy:

The premium for a simultaneously issued extended coverage loan policy shall be \$150.00, provided that the amount of the concurrently issued loan policy does not exceed the amount of the owners insurance. If issued in an amount in excess of the concurrent owner's insurance add \$0.50 for each \$1,000 or fraction thereof for the amount of insurance above the owner's policy.

#### 4.6 Trustee's Sale Guarantee - Timeshare Interval

The following charges apply to a Trustee's Sale Guarantee issued for the foreclosure of a deed of trust securing a timeshare interval(s) based upon the total unpaid balance of the defaulted loan.

Guarantee Liability Amount Guarantee Premium

Up to \$150,000 \$175.00

\$150,001 and above add \$0.50 for each \$1,000 of liability or fraction thereof.

A charge of \$50.00 shall apply to each continuation guarantee.

Note 1: Where any new coverage is not specifically described in this section, the price for the coverage shall be determined by taking the percentage of the OR Insurance Rate for such coverage as provided elsewhere in this schedule, and multiplying the rate applicable to the instant transaction as set forth in paragraph 1 above by that percentage amount.

### STATEWIDE SUBDIVISION BULK RATE

### FOR TITLE INSURANCE

(WITHOUT ESCROW SERVICES)

Sales Pric	е		Rate	Sales Pric	:e		Rate
\$0	to	\$100,000	\$442.50	\$410,001	to	\$420,000	\$1,214.50
\$100,001	to	\$110,000	\$468.50	\$420,001	to	\$430,000	\$1,235.50
\$110,001	to	\$120,000	\$494.50	\$430,001	to	\$440,000	\$1,256.50
\$120,001	to	\$130,000	\$520.50	\$440,001	to	\$450,000	\$1,277.50
\$130,001	to	\$140,000	\$546.50	\$450,001	to	\$460,000	\$1,298.50
\$140,001	to	\$150,000	\$572.50	\$460,001	to	\$470,000	\$1,319.50
\$150,001	to	\$160,000	\$598.50	\$470,001	to	\$480,000	\$1,340.50
\$160,001	to	\$170,000	\$624.50	\$480,001	to	\$490,000	\$1,361.50
\$170,001	to	\$180,000	\$650.50	\$490,001	to	\$500,000	\$1,382.50
\$180,001	to	\$190,000	\$676.50	\$500,001	to	\$510,000	\$1,403.50
\$190,001	to	\$200,000	\$702.50	\$510,001	to	\$520,000	\$1,424.50
\$200,001	to	\$210,000	\$728.50	\$520,001	to	\$530,000	\$1,445.50
\$210,001	to	\$220,000	\$754.50	\$530,001	to	\$540,000	\$1,466.50
\$220,001	to	\$230,000	\$780.50	\$540,001	to	\$550,000	\$1,487.50
\$230,001	to	\$240,000	\$806.50	\$550,001	to	\$560,000	\$1,508.50
\$240,001	to	\$250,000	\$832.50	\$560,001	to	\$570,000	\$1,529.50
\$250,001	to	\$260,000	\$858.50	\$570,001	to	\$580,000	\$1,550.50
\$260,001	to	\$270,000	\$884.50	\$580,001	to	\$590,000	\$1,571.50
\$270,001	to	\$280,000	\$910.50	\$590,001	to	\$600,000	\$1,592.50
\$280,001	to	\$290,000	\$936.50	\$600,001	to	\$610,000	\$1,613.50
\$290,001	to	\$300,000	\$962.50	\$610,001	to	\$620,000	\$1,634.50
\$300,001	to	\$310,000	\$983.50	\$620,001	to	\$630,000	\$1,655.50
\$310,001	to	\$320,000	\$1,004.50	\$630,001	to	\$640,000	\$1,676.50
\$320,001	to	\$330,000	\$1,025.50	\$640,001	to	\$650,000	\$1,697.50
\$330,001	to	\$340,000	\$1,046.50	\$650,001	to	\$660,000	\$1,718.50
\$340,001	to	\$350,000	\$1,067.50	\$660,001	to	\$670,000	\$1,739.50
\$350,001	to	\$360,000	\$1,088.50	\$670,001	to	\$680,000	\$1,760.50
\$360,001	to	\$370,000	\$1,109.50	\$680,001	to	\$690,000	\$1,781.50
\$370,001	to	\$380,000	\$1,130.50	\$690,001	to	\$700,000	\$1,802.50
\$380,001	to	\$390,000	\$1,151.50	\$700,001	to	\$710,000	\$1,823.50
\$390,001	to	\$400,000	\$1,172.50	\$710,001	to	\$720,000	\$1,844.50
\$400,001	to	\$410,000	\$1,193.50	\$720,001	to	\$730,000	\$1,865.50

(Continued on the following page)

#### STATEWIDE SUBDIVISION BULK RATE

### FOR TITLE INSURANCE

(WITHOUT ESCROW SERVICES)

Sales Pric	е		Rate	Sales Pric	е		Rate
\$730,001	to	\$740,000	\$1,886.50	\$870,001	to	\$880,000	\$2,180.50
\$740,001	to	\$750,000	\$1,907.50	\$880,001	to	\$890,000	\$2,201.50
\$750,001	to	\$760,000	\$1,928.50	\$890,001	to	\$900,000	\$2,222.50
\$760,001	to	\$770,000	\$1,949.50	\$900,001	to	\$910,000	\$2,243.50
\$770,001	to	\$780,000	\$1,970.50	\$910,001	to	\$920,000	\$2,264.50
\$780,001	to	\$790,000	\$1,991.50	\$920,001	to	\$930,000	\$2,285.50
\$790,001	to	\$800,000	\$2,012.50	\$930,001	to	\$940,000	\$2,306.50
\$800,001	to	\$810,000	\$2,033.50	\$940,001	to	\$950,000	\$2,327.50
\$810,001	to	\$820,000	\$2,054.50	\$950,001	to	\$960,000	\$2,348.50
\$820,001	to	\$830,000	\$2,075.50	\$960,001	to	\$970,000	\$2,369.50
\$830,001	to	\$840,000	\$2,096.50	\$970,001	to	\$980,000	\$2,390.50
\$840,001	to	\$850,000	\$2,117.50	\$980,001	to	\$990,000	\$2,411.50
\$850,001	to	\$860,000	\$2,138.50	\$990,001	to	\$1,000,000	\$2,432.50
\$860,001	to	\$870,000	\$2,159.50				

For each \$10,000 or fraction thereof above \$1,000,000

Add \$17.50 per \$10,000 up to and including \$5,000,000 = \$9,432.50

Add \$15.00 per \$10,000 up to and including \$10,000,000 = \$16,932.50

Add \$12.00 per \$10,000 over \$10,000,000

#### TRUSTEE'S SALE GUARANTEES

#### 5.1 Trustee's Sale or Judicial Foreclosure Guarantee

- A. The charge for a Trustee's Sale Guarantee or Judicial Foreclosure Guarantee is one-hundred percent (100%) of the Statewide Trustee's Sale Guarantee Rate (page 32) based upon the outstanding unpaid balance of the defaulted loan.
- B. The charge for each date down or continuation of a guarantee, over two, issued prior to but not including the actual foreclosure sale shall be \$20.00.
- C. Either a Trustee's Sale Guarantee or a Judicial Foreclosure Guarantee may be reissued (without change to the effective date of the guarantee) into the other respective form or either guarantee may be reissued for the benefit of a subsequently substituted trustee also without a change in the effective date for an additional charge of \$100.00.

Note: See paragraph 4.6 herein for the rate applicable to the issuance of a Trustee's Sale Guarantee when the subject property consists of a timeshare interval.

#### 5.2 Limited Trustee's Sale Guarantee

- A. A Limited Trustee's Sale Guarantee may be issued at an amount based upon the unpaid balance of the defaulted obligation at the following rates:
- 1.\$225.00 for liabilities up to and including \$250,000;
- 2.One-hundred percent (100%) of the Statewide Trustee's Sale Guarantee Rate (page 32) for liabilities in excess of \$250,000.
- B. The charge for a date down or continuation of a Limited Trustee's Sale Guarantee shall be \$50.00 for the first one issued and \$25.00 for each date down or continuation thereafter.
- C. A Limited Trustee's Sale Guarantee may be converted into a Trustee's Sale Guarantee or a Judicial Foreclosure Guarantee for an additional charge of fifteen- percent (15%) of the Statewide Trustee's Sale Guarantee Rate (page 32) based upon the unpaid balance of the defaulted obligation
- D. For the conversion of a Limited Trustee's Sale Guarantee for the foreclosure of an owner's association assessment lien see ORT-40 in the Endorsement Section herein.
- E. For the conversion of a Limited Trustee's Sale Guarantee for a "Cal-Vet" foreclosure see ORT-41 in the Endorsement Section herein.

Note: See paragraph 4.6 herein for the rate applicable to the issuance of a Trustee's Sale Guarantee when the subject property consists of a timeshare interval.

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## TRUSTEE'S SALE GUARANTEES (Continued)

#### 5.3 Limited Residential Trustee's Sale Guarantee

The Limited Residential Trustee's Sale Guarantee may only be issued for the foreclosure of a deed of trust or mortgage which encumbers a single family residential property of one to four units or a single unit in a residential condominium. The liability amount of the guarantee is the least of the unpaid principal balance of the foreclosing mortgage or \$250,000. This guarantee may be issued in connection with the foreclosure of a deed of trust or mortgage in excess of \$250,000 however the amount of the guarantee may not be increased. If a liability is desired in excess of \$250,000 please see the Trustee's Sale Guarantee in paragraph 5.1 or the Limited Trustee's Sale Guarantee in paragraph 5.2 herein.

The charge for a Limited Residential Trustee's Sale Guarantee is \$225.00.

The charge for a date down or continuation the guarantee shall be \$50.00 for the first one issued and \$25.00 for each date down or continuation thereafter.

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TRUSTEE'S SALE GUARANTEES

#### STATEWIDE TRUSTEE'S SALE GUARANTEE RATE

Liability		Liability		Liability	
Up To	Rate	Up To	Rate	Up To	Rate
\$55,000	\$290.00	\$675,000	\$917.00	\$1,375,000	1,421.00
\$60,000	\$300.00	\$700,000	\$935.00	\$1,400,000	1,439.00
\$65,000	\$315.00	\$725,000	\$953.00	\$1,425,000	1,457.00
\$70,000	\$330.00	\$750,000	\$971.00	\$1,450,000	1,475.00
\$75,000	\$345.00	\$775,000	\$989.00	\$1,475,000	1,493.00
\$100,000	\$360.00	\$800,000	\$1,007.00	\$1,500,000	1,511.00
\$125,000	\$390.00	\$825,000	\$1,025.00	\$1,525,000	1,529.00
\$150,000	\$420.00	\$850,000	\$1,043.00	\$1,550,000	1,547.00
\$175,000	\$450.00	\$875,000	\$1,061.00	\$1,575,000	1,565.00
\$200,000	\$480.00	\$900,000	\$1,079.00	\$1,600,000	1,583.00
\$225,000	\$510.00	\$925,000	\$1,097.00	\$1,625,000	1,601.00
\$250,000	\$540.00	\$950,000	\$1,115.00	\$1,650,000	1,619.00
\$275,000	\$570.00	\$975,000	\$1,133.00	\$1,675,000	1,637.00
\$300,000	\$600.00	\$1,000,000	\$1,151.00	\$1,700,000	1,655.00
\$325,000	\$625.00	\$1,025,000	\$1,169.00	\$1,725,000	1,673.00
\$350,000	\$650.00	\$1,050,000	\$1,187.00	\$1,750,000	1,691.00
\$375,000	\$675.00	\$1,075,000	\$1,205.00	\$1,775,000	1,709.00
\$400,000	\$700.00	\$1,100,000	\$1,223.00	\$1,800,000	1,727.00
\$425,000	\$725.00	\$1,125,000	\$1,241.00	\$1,825,000	1,745.00
\$450,000	\$745.00	\$1,150,000	\$1,259.00	\$1,850,000	1,763.00
\$475,000	\$765.00	\$1,175,000	\$1,277.00	\$1,875,000	1,781.00
\$500,000	\$785.00	\$1,200,000	\$1,295.00	\$1,900,000	1,799.00
\$525,000	\$805.00	\$1,225,000	\$1,313.00	\$1,925,000	1,817.00
\$550,000	\$825.00	\$1,250,000	\$1,331.00	\$1,950,000	1,835.00
\$575,000	\$845.00	\$1,275,000	\$1,349.00	\$1,975,000	1,853.00
\$600,000	\$863.00	\$1,300,000	\$1,367.00	\$2,000,000	1,871.00
\$625,000	\$881.00	\$1,325,000	\$1,385.00		
\$650,000	\$899.00	\$1,350,000	\$1,403.00		

For liabilities in excess of \$2,000,000, add \$15.00 for each \$25,000 or fraction thereof.

For liabilities of \$20,000,000 or more please see paragraph 3.9 herein.

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY LITIGATION GUARANTEES

### 6.1 <u>Litigation Guarantees</u>

Litigation Guarantees are written only for the benefit of attorneys in connection with legal actions that affect real property; however the charges below shall not apply for a Litigation Guarantee issued for the foreclosure of a deed of trust or mortgage. For the charges applicable to the foreclosure of a deed of trust or mortgage see Trustees Sale, Judicial Foreclosure and Limited Trustee Sale Guarantees in the preceding section.

The fee for a Litigation Guarantee is one-hundred percent (100%) of the OR Insurance Rate based upon the value of the estate or interest involved.

There will be no additional charge for one date down or continuation issued within twenty-four (24) months of the original guarantee. Each additional date down or continuation over one within the same twenty-four (24) month period shall be \$50.00. After twenty-four months the guarantee may not be continued.

#### MISCELLANEOUS GUARANTEES AND LIMITED POLICIES

The limited title services described in paragraphs 7.2, 7.4, 7.5, 7.9, 7.10, 7.12, 7.13, 7.14, 7.15 and 7.16 below are restricted to the subject matter stated therein and each guarantee provides for a standard liability amount up to the next multiple of \$100.00 above the fee charged.

The liability of said guarantees can be increased for an additional charge computed at forty-five percent (45%) of the OR Insurance Rate based on the additional amount of liability desired in addition to the fee stated in each Subsection below.

The charges set forth below are minimum charges for such limited title services. Additional charges shall be made when unusual conditions of title are encountered or when special services are requested.

#### 7.1 <u>Insured Lender Informational Guarantee</u>

This guarantee may only be issued for an insured deed of trust and may only name the record holder of the beneficial interest as the assured. The charge for this guarantee is \$100.00, which rate contemplates a single chain of title and up to two trustors. Deeds of trust covering multiple parcels may be the subject of said guarantee with an additional charge of \$75.00 applying to each chain of title over one. An additional charge of \$25.00 shall apply to each trustor over two. The liability of the Insured Lender Informational Guarantee shall be the fee paid for the guarantee.

### 7.2 <u>Judgment and Tax Lien Guarantee</u>

\$25.00 per name, (a married couple or registered domestic partners are considered to constitute one name) plus an additional charge of \$5.00 for each lien over two reported. The liability of the guarantee shall be the next multiple of \$100.00 above the fee charged. The minimum charge for a Judgment and Tax Lien Guarantee is \$375.00.

When issued in conjunction with an order for title insurance where the parties to be covered by the Guarantee are the sellers, buyers or borrowers, the minimum charge shall be \$100.00 with the liability of the Guarantee being the fee charged.

#### 7.3 Junior Loan Policy (JLP) and Activation Endorsement (ORT-39)

Issued only for "junior loans" on existing single family one to four unit residential properties and can be used in lieu of the Mortgagee's Abbreviated Guarantee Informational Certificate (MAGIC).

\$125.00 for coverage up to \$250,000

\$225.00 for coverage up to \$500,000

No tax or assessment information is either reported or covered by this Policy.

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## MISCELLANEOUS GUARANTEES AND LIMITED POLICIES (Continued)

#### 7.4 Lot Book Guarantee

\$100.00 for the initial parcel and \$50.00 for each additional parcel showing the apparent record owner, any deeds of trust or mortgages, affecting the property, plus an additional charge of \$5.00 per document to include therein any of the following documents only:

Homestead Assignment of Rents

Agreement to Convey Agreement Not to Encumber

Attachments

#### 7.5 Mechanic's Lien Guarantee

\$25.00 per parcel, plus an additional charge of \$5.00 for each lien over two reported. The liability of the guarantee shall be the next multiple of \$100 above the fee charged. The minimum charge for a Mechanic's Lien Guarantee is \$375.00.

### 7.6 Mortgage Priority Guarantee

The Mortgage Priority Guarantee may be used instead of the ORT-43 Endorsement (Loan Reset) or the ORT-44 Endorsement (Loan Workout) at a charge of \$100.00.

#### 7.7 Mortgagee's Abbreviated Guarantee Informational Certificate ("MAGIC")

Guarantee showing the name of the apparent record owner, plus any homesteads, mortgages or liens.

A. \$125.00 for coverage up to \$250,000

\$225.00 for coverage up to \$500,000

- B. Revolving line Coverage See ORT Endorsement 22.
- C. Date Down (within one year of the date of issuance of the guarantee) See ORT Endorsement 23.

#### 7.8 Parcel Map Guarantee

No charge if a Preliminary Parcel Map Guarantee has been issued, otherwise, the charge for the Parcel Map Guarantee shall be \$150.00 per ownership involved, minimum of \$300.00.

## MISCELLANEOUS GUARANTEES AND LIMITED POLICIES (Continued)

#### 7.9 Personal Property Encumbrance Guarantee

Guarantee showing the name of the apparent record owner, plus any liens or charges filed or recorded against certain personal property standing in the name of certain designated persons and located on certain designated property.

\$25.00 per name covered (a married couple or registered domestic partners shall be considered to be one name), minimum charge \$300.00.

#### 7.10 Plant Information Guarantee

Guarantee showing information contained in the title plant, within specified parameters.

\$50.00 per hour, minimum \$300.00 plus \$5.00 for each item reported.

### 7.11 Preliminary Parcel Map Guarantee

The charge for a Preliminary Parcel Map Guarantee shall be \$150.00 per ownership involved, minimum charge \$300.00

### 7.12 Property Owner's Notice Guarantee

\$50.00 per hour, minimum charge \$300.00.

#### 7.13 Property Search Guarantee

Guarantees, listing those properties apparently vested in, or deeds of trust or mortgages held by certain designated parties, assume a liability limited to the next multiple of \$100.00 above the fee paid.

#### A. Assessor's Tax Rolls Only:

\$25.00 per year, per name (a married couple or registered domestic partners are considered to constitute one name) plus \$5.00 for each parcel over two reported with a minimum charge of \$300.00.

#### B. <u>Recorder's Indices</u> including the current year Assessor's Rolls:

\$50.00 per year, per name (husband and wife considered one name), plus \$5.00 for each parcel over two reported on property searches, plus \$3.00 for each deed of trust over two reported on encumbrance searches, minimum charge \$300.00.

Note: On searches involving common name or where considerable amount of work is required to produce the guarantee, an additional charge commensurate with the work done shall be made

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## MISCELLANEOUS GUARANTEES, REPORTS AND SERVICES (Continued)

#### 7.14 Record Owner Guarantee

\$25.00 per parcel described, minimum charge \$300.00.

#### 7.15 Recorded Document Guarantee

Guarantee pursuant to application, \$50.00 per hour, minimum \$300.00, plus \$2.50 per document identified.

#### 7.16 Recorder's Index Guarantee

Guarantee showing, within specified date parameters, required data reflecting by the grantor-grantee indices of the County Recorder pertinent to certain designated persons.

\$50.00 per hour, minimum \$300.00 plus \$5.00 for each item reported.

#### 7.17 Subdivision Guarantee

The charge for a Subdivision Guarantee shall be \$150.00 per ownership involved, minimum charge \$300.00.

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### **ENDORSEMENTS**

CLTA End	dorsement Number		Percentage of OR Insurance Rate
100 & 100-06	Restrictions, etc. Lender:	ALTA	No Charge, Issued only at date of policy
100.1	Restrictions, etc. Lender: Owner:	CLTA CLTA	25% 30%
	For any specific portion of Endorsement 100.1 Lender: Owner:	CLTA CLTA	10% 20%
100.2 & 100.2-06	Restrictions, etc. Improved Land Lender:	ALTA	No Charge, Issued only at date of policy
	(Same as ALTA 9/9-06)		
100.2.1-06	Restrictions, etc. Improved Land Lender:	ALTA	No Charge, Issued only at date of policy
	(Same as ALTA 9.3-06)		
100.2.2-06	Restrictions, etc. Vacant Land Owner:	ALTA	No Charge, Issued only at date of policy
	(Same as ALTA 9.4-06)		
100.2.3-06	Restrictions, etc. Improved Land Owner:	ALTA	No Charge, Issued only at date of policy
	(Same as ALTA 9.5-06)		
100.4	Present violation of particular restrictions Lender:	CLTA ALTA	10% No Charge
100.4-06	Same as 100.4 Lender:	ALTA	No Charge
100.5	Present violation of		
	particular restrictions Owner:	CLTA ALTA	25% No Charge
100.5-06	Same as 100.5 Owner:	ALTA	No Charge

CLTA En	<u>dorsement Number</u>		Percentage of OR Insurance Rate
100.6	Present and future violations of restrictions Owner:	CLTA ALTA	25% No Charge
100.6-06	Same as 100.6 Owner:	ALTA	No Charge
100.7	Present violation of particular restrictions Owner:	CLTA ALTA	10% No Charge
100.7-06	Same as 100.7 Owner:	ALTA	No Charge
100.8	Present and future violations of restrictions Owner:	CLTA ALTA	25% No Charge
100.8-06	Same as 100.8 Owner:	ALTA	No Charge
100.9 & 100.9-06	Restrictions, etc. Owner:	ALTA	No Charge, Issued only at date of policy
100.7 00	(Same as ALTA 9.1/9.1-06)		
100.10 & 100.10-06	Restrictions, etc. Owner:	ALTA	No Charge, Issued only at date of policy
100.10 00	(Same as ALTA 9.2/9.2-06)		
100.12 & 100.12-06	Right of enforcement under CC&R is ineffective Lender:	ALTA	\$25.00 per issue \$10.00 per issue on tract sales
100.13 & 100.13-06	Upkeep assessment subordinate Lender:	ALTA	Same as 100.12
100.17	Modification of Restrictions Owner:	CLTA ALTA	25% 5%
	Lender:	CLTA ALTA	10% 5%
100.17-06	Modification of Restrictions Owner & Lender:	ALTA	5%

CLTA En	dorsement Number		Percentage of OR Insurance Rate
100.18	Right of re-entry ineffective and unmarketability of title because of right of entry		
	Owner:	CLTA ALTA	15% 5%
	Lender:	CLTA ALTA	\$25.00 \$25.00
100.18-06	Same as 100.18 Owner:	ALTA	5%
	Lender:	ALTA	\$25.00
100.19	No present violation of CC & R		
	Owner:	CLTA ALTA	25% No Charge
	Lender:	CLTA ALTA	10% No Charge
100.19-06	Same as 100.19 Owner & Lender:	ALTA	No Charge
100.20	Present violation of CC & R		
	Owner:	CLTA ALTA	10% No Charge
	Lender:	CLTA ALTA	10% No Charge
100.20-06	Same as 100.20 Owner & Lender:	ALTA	No Charge
100.21	Approval of plans required by CC & R		
	Owner:	CLTA ALTA	25% 10%
	Lender:	CLTA ALTA	10% No Charge
100.21-06	Same as 100.21 Owner:	ALTA	10%
	Lender:	ALTA	No Charge
100.23 & 100.23-06	Right of surface entry Re: oil lease Lender:	ALTA	\$25.00

CLTA End	dorsement Number		Percentage of OR Insurance Rate
100.24 & 100.24-06	Right of surface entry Re: oil lease - alternate form Lender:	ALTA	10%
100.25 & 100.25-06	Subsurface oil lease does not violate CC & R Lender:	ALTA	25%
100.26	Surface entry top 500 feet F.H.A. Owner:	CLTA	25%
	Lender:	CLTA ALTA	10% 10%
100.26-06	Same as 100.26 Lender:	ALTA	10%
100.27 & 100.27-06	Modification of portions of Endorsement 100, covering unmarketability of title present violations Lender:	ALTA	No Charge
100.28	Violation of particular provisions of CC & R by future construction Owner:	CLTA ALTA	25% 25%
	Lender:	CLTA ALTA	10% 10%
100.28-06	Same as 100.28 Owner:	ALTA	25%
	Lender:	ALTA	10%
100.29	Mineral rights, damage to improvements Owner & Lender:	CLTA	10%

CLTA En	dorsement Number		Percentage of OR Insurance Rate
101	Priority insurance M/L Lender:	CLTA	10%
101.1	M/L insurance after notice of completion Owner:	CLTA ALTA	25% (DVA-10%) 25% (DVA-10%)
101.1-06	Same as 101.1 Owner:	ALTA	25% (DVA-10%)
101.2	M/L insurance after notice of completion Lender:	CLTA ALTA	10% 10%
101.2-06	M/L insurance after notice of completion Lender:	ALTA	10%
101.3	M/L insurance - no notice of completion Lender:	CLTA ALTA	10% 10%
101.3-06	Same as 101.3 Lender:	ALTA	10%
101.4	M/L insurance - no notice of completion Owner:	CLTA	25%
101.5	M/L insurance - notice regular and no record liens, limited liability Lender:	All policies where 101 is not in original policy	\$10.00 per parcel, minimum \$25.00, plus \$5.00 for each over two. Insurance in excess of \$100.00 add 10% of the insurance rate based on the amount of the loan. Add to above, \$5.00 for each lot covered or endorsement over one on tract sales where three or more are issued concurrently.
101.5-06	Same as 101.5 Lender:	ALTA	Same as 101.5

CLTA En	dorsement Number		Percentage of OR Insurance Rate
101.6	M/L Insurance - notice regular and no record liens, liability same as policy Lender: where	All policies ment over 101 is included in original policy	No charge for one such endorsement, \$10.00 for each additional endorsement. If more than two liens, add \$5.00 per lien. Add to above, \$5.00 for each lot covered or endorsement over one on tract sales where three or more are issued concurrently.
101.6-06	Same as 101.6 Lender:	ALTA	Same as 101.6
101.8	Priority over M/L arising out of off-site work Financing by separate loan Lender:	CLTA	10%
101.9 101.9-06 101.10 101.10-06 101.11 101.11-06 101.12 101.12-06	These are variances of the preceding 101 endorsements		20% for Owner's Insurance 10% for Lender's Insurance
101.13	M/L insurance after notice of completion Lender:	CLTA ALTA	10% 10%
101.13-06	Same as 101.13 Lender:	ALTA	10%

CLTA En	dorsement Number		Percentage of OR Insurance Rate
102.4	Foundations - no violation, no encroachment by improvements		
	Lender:	CLTA ALTA	10%; Maximum \$500.00 10%; Maximum \$500.00
102.4-06	Same as 102.4 Lender:	ALTA	10%; Maximum \$500.00
102.5	Foundations - no violation, no encroachment onto easements or adjoining land		
	Lender:	CLTA ALTA	15%; Maximum \$750.00 15%; Maximum \$750.00
102.5-06	Same as 102.5 Lender:	ALTA	15%; Maximum \$750.00
102.6	Foundations, affects portion of land described in policy		
	Lender:	CLTA ALTA	10%; Maximum \$500.00 10%; Maximum \$500.00
102.6-06	Same as 102.6 Lender:	ALTA	10%; Maximum \$500.00
102.7	Foundations, affects portion		
	of land described in policy Lender:	CLTA ALTA	15%; Maximum \$750.00 15%; Maximum \$750.00
102.7-06	Same as 102.7 Lender:	ALTA	15%; Maximum \$750.00

CLTA En	dorsement Number		Percentage of OR Insurance Rate
103.1-06	Easement- damage/removal of improvements from use or maintenance Owner & Lender:	ALTA	No Charge
	(Same as ALTA 28-06)		
103.2 & 103.2-06	Easement- damage from use or maintenance Owner:	CLTA ALTA	25% No Charge
	Lender:	CLTA ALTA	10% No Charge
103.3	Easement, removal of improvements		
	Lender:	CLTA ALTA	10% No Charge
103.3-06	Same as 103.3 Lender:	ALTA	No Charge
103.4	Easement providing ingress and egress Owner:	CLTA ALTA	25% No Charge
	Lender:	CLTA ALTA	10% 5%
103.4-06	Same as 103.4 Owner:	ALTA	No Charge
	Lender:	ALTA	5%
103.5 & 103.5-06	Surface rights to extract water When reserved of record: Owner:	ALTA	25%
	Lender:	ALTA	10%
	Without a record reservation:		No Charge
103.6 & 103.6-06	No encroachment onto a specific easement Lender:	ALTA	10% (Maximum \$500.00)

CLTA En	dorsement Number		Percentage of OR Insurance Rate
103.7	Land abuts on a physically open street Owner:	CLTA ALTA	25% (Maximum \$100.00) No Charge
	Lender:	CLTA ALTA	10% (Maximum \$100.00) No Charge - if attached at time of original policy. 10% if attached subsequent to the issuance of the ALTA Loan Policy. (Maximum \$100.00)
103.7-06	Same as 103.7 Owner:	ALTA	No Charge
	Lender:	ALTA	Same as 103.7
103.8	Insurance against damage to present or future improvements by reason of water development Lender:	CLTA ALTA	10% 10%
103.8-06	Same as 103.8 Lender:	ALTA	10%
103.9 & 103.9-06	Encroachment on public street Lender:	ALTA	10%
103.10	Surface owner insured against use of surface by owner of land below the horizontal division of the land Owner:	CLTA ALTA	25% 10%
	Lender:	CLTA ALTA	25% 10%

## ENDORSEMENTS (Continued)

CLTA Endorsement Number			Percentage of OR Insurance Rate
103.10-06	Same as 103.10 Owner & Lender:	ALTA	10%
103.11	Actual vehicular and pedestrian access to publicly maintained road Owner:	CLTA	25% (Maximum \$100.00)
		ALTA	No Charge
	Lender:	CLTA ALTA	10% (Maximum \$100.00)  No Charge - if attached at time of original policy. 10% if attached
	(Same as ALTA 17)		subsequent to the issuance of the policy. (Maximum \$100.00)
100 11 07	0 100 11		
103.11-06	Same as 103.11 Owner:	ALTA	No Charge
	Lender:	ALTA	Same as 103.11
	(Same as ALTA 17-06)		
103.12	Easement providing actual vehicular and pedestrian access to publicly maintained road		
	Owner:	CLTA ALTA	25% No Charge
	Lender:	CLTA ALTA	10% 5%
	(Same as ALTA 17.1)	ALIA	370
103.12-06	Same as 103.12 Owner:	ALTA	No Charge
	Lender:	ALTA	5%
	(Same as ALTA 17.1-06)		

ALTA

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10% (Maximum \$1,000.00)

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Owner & Lender:

(Same as ALTA 17.2-06)

103.13-06 Utility Access

CLTA Endorsement Number			Percentage of OR Insurance Rat	
104 & 104A	Assignment of Mortgage Lender:	CLTA ALTA	25% 25%	
104-06	Same as 104 Lender:	ALTA	25%	
104.1	Assignment of Mortgage Lender:	CLTA/ ALTA	(a) Without vested owner: \$75.00 per loan	
			(b) With vested owner: 15% on unpaid balance of loan (Minimum \$75.00) (Maximum \$250.00)	
			(c) If Assignment recorded concurrent with insured deed of trust, no charge.	
104.1-06	Same as 104.1 Lender:	ALTA	Same as 104.1	
104.4	Collateral Assignment of Mortgage Lender:	CLTA ALTA	Same as 104.1 except in (b) the charge is based on collateral amount.	
104.4-06	Same as 104.4 Assignee:	ALTA	Same as 104.4	
104.6 & 104.6-06	Assignment of Rents and Leases Lender:	ALTA	\$25.00 per issue	
104.7	Assignment of Rents and Leases Lender:	CLTA ALTA	\$25.00 per issue \$25.00 per issue	
104.7-06	Same as 104.7 Lender:	ALTA	Same as 104.7	

CLTA Endorsement Number			Percentage of OR Insurance Rate
104.8 & 104.8-06	Assignment of Mortgage Lender:	ALTA	Same as 104
104.9	Assignment of Mortgage Lender:	CLTA	Same as 104
104.10	Assignment of Mortgage Lender:	CLTA ALTA	Same as (a) and (b) under 104.1 Same as (a) and (b) under 104.1
104.10-06	Same as 104.10 Lender:	ALTA	Same as 104.10
104.11	Collateral Assignment of		
	Mortgage Lender:	CLTA ALTA	Same as 104.1 except in (b) the charge is based on <u>collateral amount</u>
104.11-06	Same as 104.11 Lender:	ALTA	Same as 104.11
104.12	Assignment of Mortgage Lender:	CLTA ALTA	Same as 104.1 Same as 104.1
	(Same as ALTA 10)		
104.12-06	Same as 104.12 Lender:	ALTA	Same as 104.1
	(Same as ALTA 10-06)		
104.13	Assignment of Mortgage with Priority Coverage Lender:	CLTA	Same as 104 & 104A
	(Same as ALTA-10.1)	ALTA	Same as 104 & 104A
104.13-06	Same as 104.13 Lender:	ALTA	Same as 104 & 104A
	(Same as ALTA 10.1-06)		

CLTA En	dorsement Number		Percentage of OR Insurance Rate
105 & 105-06	Insuring two or more deeds of trust Lender:	ALTA	No Charge
105.1	Insuring two or more deeds of trust Lender:	CLTA	No Charge
106 & 106.C	Relinquishment of Access Owner:	CLTA ALTA	\$25.00 \$25.00
106-06 & 106.C-06	Relinquishment of Access Owner:	ALTA	\$25.00
106.1	Relinquishment of Access Owner:	CLTA ALTA	25% 25%
106.1-06	Same as 106.1 Owner:	ALTA	25%
106.1C	Relinquishment of Access Owner:	CLTA ALTA	10% 10%
106.1C-06	Same as 106.C Owner:	ALTA	10%
106.2	Relinquishment of Access Owner:	CLTA ALTA	25% 25%
106.2-06	Same as 106.2 Owner:	ALTA	25%
106.2C	Relinquishment of Access Owner:	CLTA ALTA	10% 10%
106.2C-06	Same as 106.2C Owner:	ALTA	10%
July 23, 2007		50	

CLTA Endorsement Number			Percentage of OR Insurance Rate
107.1	Allocation of Liability Owner & Lender:	CLTA ALTA	No Charge No Charge
107.1-06	Allocation of Liability Owner & Lender:	ALTA	No Charge
107.2	Increased Liability Owner & Lender:	CLTA ALTA	The insurance rate applicable for each additional \$10,000.00 of liability assumed in excess of the amount shown on the existing policy.
107.2-06	Increased Liability Owner & Lender:	ALTA	Same as 107.2
107.5	Constructive severance of improvements in lease Owner & Lender:	CLTA ALTA	No Charge No Charge
107.5-06	Same as 107.5 Owner & Lender:	ALTA	No Charge
107.9	Naming transferees who succeed to the interest of an insured as an additional insured Owner & Lender:	CLTA ALTA	No Charge - if attached at the time policy is issued. \$25.00 if attached subsequently.
107.9-06	Same as 107.9 Owner & Lender:	ALTA	Same as 107.9
107.10	Naming an Additional insured Owner & Lender:	CLTA ALTA	No Charge - if attached at the time policy is issued. \$25.00 if attached subsequently.
107.10-06	Naming an Additional Insured Owner & Lender	ALTA	Same as 107.10
107.11	Non-Merger after Lender Acquires Title Lender:	CLTA ALTA	10% (\$250.00 Maximum) 10% (\$250.00 Maximum)
107.11-06	Same as 107.11 Lender:	ALTA	10% (\$250.00 Maximum)

CLTA En	dorsement Number		Percentage of OR Insurance Rate
108.7	Additional Advance Lender:	CLTA	75% based on amount of the advance.
108.8 & 108.8-06	Additional Advance Lender:	ALTA	85% based on amount of the advance.
108.9	Additional Advance D.V.A.	CLTA	See paragraph 1.1 of Owners Insurance based on the amount of the advance, if #101 series is added.
108.10	Revolving line increase Lender:	CLTA ALTA	75% based on the amount of increase 85% based on the amount of increase
108.10-06	Revolving line increase Lender:	ALTA	85% based on the amount of increase
109	No transfer of lessors benefits in community lease Owner:	CLTA	20%
110.1	Encumbrance deleted Owner:	CLTA ALTA	20% based on amount of policy, (Maximum \$200.00)
	Lender:	CLTA ALTA	10% based on amount of policy, (Maximum \$100.00)
110.1-06	Encumbrance deleted Owner & Lender:	ALTA	Same as 110.1
110.3	Release of surface rights Owner:	CLTA ALTA	25% No Charge
	Lender:	CLTA ALTA	10% No Charge
110.3-06	Release of surface rights Owner & Lender	ALTA	Same as 110.3
110.4 & 110.4-06	Modification of deed of trust Lender:	ALTA	10%
110.5 & 110.5-06	Modification of deed of trust Lender:	ALTA	35%, Minimum \$250.00 If extension only, Maximum \$500.00

CLTA End	dorsement Number		Percentage of OR Insurance Rate
110.6	Modification of deed of trust Lender:	CLTA	25%, Minimum \$250.00 If extension only, Maximum \$500.00
110.7	Enforcement of lien or encumbrance Owner & Lender:	CLTA ALTA	No Charge No Charge
110.7-06	Same as 110.7 Owner & Lender	ALTA	No Charge
110.9 & 110.9-06	Environmental protection lien - residential Lender:	ALTA	\$25.00
	(Same as ALTA 8.1/8.1-06)		
110.9.1-06	Environmental protection lien - non-residential Lender:	ALTA	\$25.00
	(Same as ALTA 8.2-06)		
110.10 & 110.10-06	Modification and Additional Advance Lender:	ALTA	10% plus the additional advance calculated at the appropriate rate
110.11 & 110.11-06	Modification with creditor's rights Lender:	ALTA	35%, Minimum \$250.00 If extension only; Maximum \$500.00
	(Same as ALTA 11/11-06)		ii oxtorision omy, waximam qood.oo
110.11.1-0	6 Modification with Subordination Lender:	ALTA	Same as 110.11
	(Same as ALTA 11.1-06)		

CLTA Endorsement Number			Percentage of OR Insurance Rate
111	Partial reconveyance, no impairment Lender:	CLTA ALTA	10% based on unpaid balance of
111-06	Same as 111 Lender:	ALTA	encumbrance. (Maximum \$250.00) Same as 111
111.1	Partial reconveyance no impairment, alternate form Lender:	CLTA ALTA	10% based on unpaid balance of encumbrance. (Maximum \$250.00)
111.1-06	Same as 111.1 Lender:	ALTA	Same as 111.1
111.2	Mortgage Priority, Subordination Lender:	CLTA ALTA CLTA ALTA	10% if issued concurrently with the policy 25% if issued subsequently 35% if issued subsequently
111.2-06	Same as 111.2 Lender:	ALTA	Same as 111.2
111.3	Mortgage Priority, Encroachment, Address Lender:	CLTA ALTA	Same as 111 Same as 111
111.3-06	Same as 111.3 Lender:	ALTA	Same as 111
111.4	Mortgage Impairment After Conveyance Lender:	CLTA ALTA	10% (Maximum \$250.00) 10% (Maximum \$250.00)
111.4-06	Same as 111.4 Lender:	ALTA	10% (Maximum \$250.00)

CLTA End	dorsement Number		Percentage of OR Insurance Rate
111.5	A.R.M. Lender:	CLTA	No Charge
	(Same as ALTA 6)	ALTA	No Charge
111.5-06	A.R.M. Lender:	ALTA	No Charge
	(Same as ALTA 6-06)		
111.6	A.R.M. Limited Lender:	CLTA ALTA	No Charge No Charge
	(Same as ALTA 6.1)		
111.7	A.R.M. (Extension) Lender:	CLTA ALTA	No Charge No Charge
111.7-06	A.R.M. (Extension) Lender	ALTA	No Charge
111.8	A.R.M. Limited (Extension) Lender:	CLTA ALTA	No Charge
	(Same as ALTA 6.2)	ALIA	No Charge
111.8-06	A.R.M. Limited (Extension) Lender:	ALTA	No Charge
	(Same as ALTA 6.2-06)		

CLTA End	dorsement Number		Percentage of OR Insurance Rate
111.9	Variable Rate, FNMA 7 Year Balloon Lender:	CLTA ALTA	No Charge No Charge
111.9-06	Same as 111.9 Lender:	ALTA	No Charge
111.10	Revolving Credit Loan, Optional Advance Lender:	CLTA ALTA	25% (Maximum \$100.00) 10% (Maximum \$100.00)
111.10-06	Same as 111.10 Lender:	ALTA	10% (Maximum \$100.00)
111.11	Revolving Credit Loan, Obligatory Advance Lender:	CLTA ALTA	No Charge No Charge
111.11-06	Same as 111.11 Lender:	ALTA	No Charge
111.14 & 111.14-06	Revolving Line Future Advance Priority Lender:	ALTA	No Charge
	(Same as ALTA 14/14-06)		
111.14.1 & 111.14.1-0	Revolving Line Future Advance 6 Knowledge Lender:	ALTA	10% (Maximum \$100.00)
	(Same as ALTA 14.1/14.1-06)		
111.14.2 & 111.14.2-0	Letter of Credit Future Advance 6 Lender:	ALTA	No Charge
	(Same as ALTA 14.2/14.2-06)		
111.14.3 & 111.14.3-0	Future Advance Reverse Mortgage 6 Lender:	ALTA	No Charge
	(Same as ALTA 14.3/14.6-06)		

## ENDORSEMENTS (Continued)

CLTA Endorsement Number			Percentage of OR Insurance Rate
112	Bondholders Policy Lender:	CLTA	No Charge
112.1 & 112.1-06	Bondholders Policy Lender:	ALTA	No Charge
112.2	Bondholders Policy Lender:	CLTA	No Charge
114	Co-Insurance Owner & Lender:	CLTA ALTA	No Charge No Charge
114-06	Co-Insurance Owner & Lender:	ALTA	No Charge
114.1	Co-Insurance Joint and Several Liability Owner & Lender:	CLTA ALTA	No Charge No Charge
114.1-06	Same as 114.1 Owner & Lender:	ALTA	No Charge
114.2	Co-Insurance Joint and Several Liability Owner & Lender:	CLTA ALTA	No Charge No Charge
114.2-06	Same as 114.2 Owner & Lender:	ALTA	No Charge
114.3-06	Co-Insurance, Single Policy Owner & Lender:	ALTA	No Charge
	(Same as ALTA 23-06)		
115	Condominium Owner & Lender:	CLTA ALTA	No Charge No Charge
115-06	Condominium Owner & Lender:	ALTA	No Charge
115.1 &	Condominium Lender:	ALTA	No Charge
115.1-06	(Same as ALTA 4/4-06)		

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CLTA Endorsement Number			Percentage of OR Insurance Rate
115.2 & 115.2-06	Planned Unit Development Lender:	ALTA	No Charge
110.2 00	(Same as ALTA 5/5-06)		
115.3-06	Condominium Lender:	ALTA	No Charge
	(Same as ALTA 4.1-06)		
115.4-06	Planned Unit Development Owner & Lender	ALTA	No Charge
	(Same as ALTA 5.1-06)		
116 & 116-06	Designation of Improvements, Address Lender:	ALTA	No Charge
116.01-06	Designation of Improvements and Location Extended Coverage Owner or Lender:	ALTA	No Charge
	(Same as ALTA 22-06)		
116.02-06	Designation of Improvements, Location and Dimensions Extended Coverage Owner or Lender:	ALTA	No Charge
	(Same as ALTA 22.1-06)		
116.1	Description in the policy is the same as the property shown in the survey.		
	Owner:	CLTA ALTA	15% No Charge
	Lender:	CLTA ALTA	10% No Charge

## ENDORSEMENTS (Continued)

CLTA End	dorsement Number		Percentage of OR Insurance Rate
116.1-06	Same as 116.1 Owner & Lender:	ALTA	No Charge
	(Same as ALTA 25)		
116.1.2-06	Description in the policy is the same as the land in a portion of a survey	ALTA	No Charge
	(Same as ALTA 25.1-06)		
116.2	Designation of Improvements, Condominium		
	Owner:	CLTA ALTA	10% No Charge
	Lender:	CLTA ALTA	No Charge No Charge
116.2-06	Same as 116.2 Owner & Lender	ALTA	No Charge
116.3	Description after new map is recorded		
	Owner:	CLTA ALTA	25% 25%
	Lender:	CLTA ALTA	10% 10%
116.3-06	Same as 116.3 Owner & Lender:	ALTA	Same as 116.3

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CLTA End	dorsement Number		Percentage of OR Insurance Rate
116.4	Contiguity - Single Parcel		
& 116.4.1	Contiguity - Multiple Parcels Owner:	CLTA	25%
	Lender:	CLTA	10%
	Owner & Lender:	ALTA	No Charge - if the parcels are fully searched and insured as a part of said policy, otherwise the charge will be 25% for an owner and 10% for a lender.
	(Same as ALTA 19.1/19)		
116.4-06	Contiguity - Single Parcel		
& 116.4.1-06	Contiguity - Multiple Parcels		
	Owner and Lender:	ALTA	No Charge - if the parcels are
	(Same as ALTA 19.1-06/19-06)		No Charge - if the parcels are fully searched and insured as a part of said policy, otherwise the charge will be 25% for an owner and 10% for a lender.
116.5	Manufactured Housing Lender:	CLTA ALTA	No Charge No Charge
	(Same as ALTA 7)		
116.5-06	Manufactured Housing Lender:	ALTA	No Charge
	(Same as ALTA 7-06)		
116.5.1-06	Manufactured Housing Conversion, Loan Policy Lender:	ALTA	No Charge
	(Same as ALTA 7.1-06)		
116.5.2-06	Manufactured Housing Conversion, Owners Policy Owner:	ALTA	No Charge
	(Same as ALTA 7.2-06)		

CLTA Endorsement Number		Percentage of OR Insurance Rate	
116.6	Manufactured Housing Owner:	CLTA ALTA	10% No Charge
	Lender:	CLTA ALTA	No Charge No Charge
116.6-06	Manufactured Housing Owner & Lender:	ALTA	No Charge
116.7	Subdivision Map Act Owner:	CLTA ALTA	25% 10%
	Lender:	CLTA ALTA	25% 10%
		AII Policies	\$100.00 Maximum - if subject property is an undivided lot designated on a recorded subdivision or parcel map or is identically described in a recorded certificate of compliance or lot line adjustment.
116.7-06	Subdivision Map Act Owner & Lender:	ALTA	Same as 116.7
116.8-06	Compliance with subdivision statutes Owner & Lender:	ALTA	Same as 116.7
	(Same as ALTA 26-06)		
117 & 117-06	Aggregation ("Tie-in") Lender:	ALTA	No Charge
117-00	(Same as ALTA 12/12-06)		

CLTA End	dorsement Number		Percentage of OR Insurance Rate
119	Validity of Lease in Schedule B Lender:	CLTA ALTA	25% 25%
119-06	Validity of Lease in Schedule B Lender:	ALTA	25%
119.1	Leasehold Owner and Lender:	CLTA	No Charge
119.2 & 119.2-06	Validity and Priority of Lease Lender:	ALTA	25%
119.3 & 119.3-06	Priority of Lease Lender:	ALTA	No Charge
119.4	Bondholder	CLTA	No Charge
119.5	Leasehold Owner	ALTA	No Charge
& 119.5-06	(Same as ALTA 13/13-06)		
119.6	Leasehold Lender	ALTA	No Charge
& 119.6-06	(Same as ALTA 13.1/13.01-06)		
120.2	Subordination of Prior Mortgage to Lease		Not Issued
122	Priority to advance over intervening matters Lender:	CLTA ALTA	If base policy is for full amount of loan - 10% based upon the amount of advance.
100.07	0 100		If base policy is in the amount of initial advance only, also see 108 series.
122-06	Same as 122 Lender:	ALTA	Same as 122
122.2 & 122.2-06	Construction Lender Advance Lender:	ALTA	Same as 122.

CLTA Endorsement Number			Percentage of OR Insurance Rate
123.1	Zoning - Vacant Land Lender:	CLTA ALTA	15% (Minimum \$100.00, 10% Maximum \$1,000.00)
	Owner:	CLTA ALTA	25% (Minimum \$100.00, 10% Maximum \$1,000.00)
	(Same as ALTA 3)	ALIA	10% Maximum \$1,000.00)
123.1-06	Zoning - Vacant Land Owner & Lender	ALTA	Same as 123.1
	(Same as ALTA 3-06)		
123.2	Zoning - Improved Land Lender:	CLTA ALTA	25% (Minimum \$100.00, 15% Maximum \$1,000.00)
	Owner:	CLTA ALTA	30% (Minimum \$100.00,
	(Same as ALTA 3.1)	ALIA	15% Maximum \$1,000.00)
123.2-06	Zoning - Improved Land Owner & Lender	ALTA	Same as 123.2
	(Same as ALTA 3.1-06)		
124.1	Covenants are Binding Owner:	CLTA ALTA	25% 25%
	Lender:	CLTA ALTA	10% 10%
124.1-06	Covenants are Binding Owner & Lender:	ALTA	Same as 124.1
124.2	Affirmative covenants in lease are binding Owner:	CLTA ALTA	25% 25%
	Lender:	CLTA ALTA (One char 124.1 are	10% 10% ge applies when both the 124.2 and issued with a single policy).
124.2-06	Same as 124.2 Owner & Lender:	ALTA	Same as 124.2
124.3	Negative covenants in lease are binding Owner:	CLTA ALTA	25% 25%
	Lender:	CLTA ALTA (One char 124.3 are	10% 10% ge applies when both the 124.2 and issued with a single policy).

CLTA Endorsement Number			Percentage of OR Insurance Rate			
124.3-06	Same as 124.3 Owner & Lender:	ALTA	Same as 124.3			
125 & 125-06	Truth in Lending Right of Rescission Lender:	ALTA	10% based on amount of Loan.			
	(Same as ALTA 2/2-06)		(Maximum \$100.00)			
125.1	Withdrawn					
126.1	Owner-Occupied One to Four Units Additional Coverage, CLTA Standard Policies Owner:	CLTA	No Charge (Issued only at date of policy).			
126.2	Owner-Occupied Condominium Units Additional Coverage, CLTA Standard Policies Owner:	CLTA	No Charge (Issued only at date of policy).			
127	Non-Imputation – Full Equity Transfer Owner:	CLTA ALTA	25% 10%			
	(Same as ALTA 15)	ALIA	1070			
127-06	Same as 127 Owner:	ALTA	10%			
	(Same as ALTA 15-06)					
127.1	Non-Imputation – Additional Insured Owner:	CLTA	25%			
	(Same as ALTA 15.1)	ALTA	10%			
127.1-06	Same as 127.1 Owner:	ALTA	10%			
	(Same as ALTA 15.1-06)					
127.2	Non-Imputation – Partial Equity Transfer Owner:	CLTA	25%			
	(Same as ALTA 15.2)	ÅLTA	10%			
127.2-06	Same as 127.2 Owner:	ALTA	10%			
	(Same as ALTA 15.2-06)					

CLTA En	dorsement Number		Percentage of OR Insurance Rate		
128	Mezzanine Financing Owner:	CLTA ALTA	25% 10%		
	(Same as ALTA 16)	ALIA			
128-06	Mezzanine Financing Owner:	ALTA	10%		
	(Same as ALTA 16-06)				
129	Single Tax Parcel Owner & Lender:	CLTA ALTA	\$100.00 \$100.00		
	(Same as ALTA 18)	ALIA	φ100.00		
129-06	Single Tax Parcel Owner & Lender:	ALTA	\$100.00		
	(Same as ALTA 18-06)				
129.1	Multiple Tax Parcels Owner/Lender:	ALTA	\$100.00		
	(Same as ALTA 18.1)				
129.1-06	Multiple Tax Parcels Owner/Lender:	ALTA	\$100.00		
	(Same as ALTA 18.1-06)				
130	First Loss Payable Lender:	CLTA ALTA	10% (Minimum \$500.00) 10% (Minimum \$500.00)		
	(Same as ALTA 20)	ALIA	1070 (WIIIIIIIIIIIIII \$300.00)		
130-06	First Loss Payable Lender:	ALTA	10% (Minimum \$500.00)		
	(Same as ALTA 20-06)				
131	Withdrawn				
	(Same as ALTA 21)				
131-06	Withdrawn				
	(Same as ALTA 21-06)				

CLTA Endorsement Number			Percentage of OR Insurance Rate
132	Usury Lender: (Same as ALTA 27)	CLTA ALTA	\$500.00 \$500.00
132-06	Usury Lender:	ALTA	\$500.00
	(Same as ALTA 27-06)		
133-06	Doing Business Lender:	ALTA	\$100.00
	(Same as ALTA 24-06)		
134-06	Interest Rate Swap – Direct Obligation Lender:	ALTA	10%
	(Same as ALTA 29-06)		
134.1-06	Interest Rate Swap – Additional Interest Lender:	ALTA	10%
	(Same as ALTA 29.1-06)		

CLTA Endorsement Number			Percentage of OR Insurance Rate		
135-06	Shared Appreciation Mortgage Lender:	ALTA	\$100.00		
	(Same as ALTA 30-06)				
136-06	Severable Improvements Owner & Lender:	ALTA	\$100.00		
	(Same as ALTA 31-06)				
137-06	Construction Loan Pending Disbursement – Loss of Priority Lender:	ALTA	No charge, issued only in conjunction with CLTA 138-06.		
	(Same as ALTA 32-06)		WITH CETA 130-00.		
137.1-06	Construction Loan Pending Disbursement – Direct Payment Lender:	ALTA	No charge, issued only in conjunction with CLTA 138-06.		
	(Same as ALTA 32.1-06)		WITH CETA 130-00.		
138-06	Disbursement Lender:	ALTA	10% based upon the amount of the disbursement, minimum \$100.00 per		
	(Same as ALTA 33-06)		issue, maximum \$500.00 per issue.		

ORT Endorsement Number			Percentage of OR Insurance Rate
ORT-HO3	Inflation Protection Owner:	CLTA	No Charge (Issued only at date of policy). Single-family (1-4) only.
ORT-3	No encroachment on easement for a mobile home Lender:	ALTA	10% (Maximum \$100.00)
ORT-4	Homeowners Endorsement with encroachment coverage deleted Owner:	CLTA	No Charge
ORT-8 & ORT-8-06	Shared appreciation Mortgage. Increases coverage based upon shared appreciation.	ALTA	No Charge if policy issued for a minimum of 130% of the amount of the mortgage.
	Institutional lenders only.		25% Based upon the amount of the mortgage if policy issued for less than 130% of the amount of the mortgage.
(	Shared Appreciation Mortgage. Increases coverage based upon shared appreciation.	CLTA	No Charge if policy issued for a minimum of 130% of the amount of the mortgage.
	shared appreciation. For non-institutional lenders.	130% of tl	25% Based upon the amount of the mortgage if policy issued for less than he amount of the mortgage.
ORT-10	Non-Imputation Owner:	CLTA ALTA	20% 10%
ORT-10-06	Non-Imputation Owner:	ALTA	10%
ORT-14	Convertible Adjustable Rate Mortgage Lender:	ÇLŢĄ	No Charge
ORT-14-06	Same as ORT-14 Lender:	ALTA ALTA	No Charge No Charge
ORT-17	Homeowners Assessment Lien Lender:	CLTA ALTA	25% 25%

ORT Endorsement Number		Percentage of OR Insurance Rate	
ORT-19	Option Policy Owner:	CLTA ALTA	No Charge No Charge
ORT-19-06	Option Policy Owner:	ALTA	No Charge
ORT-22	Revolving Line MAGIC		No Charge, to be used only with Mortgagee's Abbreviated Guarantee (MAGIC) and only at the date of the Guarantee.
ORT-23	Date Down MAGIC		Each issue \$25.00. To be used only with Mortgagee's Abbreviated Guarantee (MAGIC). To be issued only within one year of the Guarantee.
ORT-25	Binder Extension Owner:		10%
ORT-28	Advances & Extension MAGIC		No Charge
ORT-30	Surface Use Lender:	ALTA	5%
ORT-31	Leasehold Owner & Lender	CLTA	No Charge
ORT-32 & ORT-32-06	Extension Lender:	ALTA	35% (Maximum \$500.00)
ORT-33 & ORT-33-06	Partial Modification Lender:	ALTA	35% (Maximum \$1,000.00)
ORT-37	Deletion of Arbitration Lender:	CLTA ALTA	No Charge No Charge
ORT-37-06	Same as ORT-37 Lender:	ALTA	No Charge
ORT-38 ORT-38-06 & ORT-38A -06	Reverse Annuity Mortgage Lender:	ALTA	No Charge
ORT-39	Activation	J.L.P. Only	No Charge

ORT End	orsement Number		Percentage of OR Insurance Rate		
ORT-40	To Convert LTSG to HOA Lien Foreclosure	Limited T.S.G. Only	\$50.00		
ORT-41	To Convert LTSG to Cal-Vet Foreclosure	Limited T.S.G. Only	\$50.00		
ORT-42	Date Down of ORT-41	Limited T.S.G. Only	No Charge		
ORT-43 & ORT-43-06	Loan Reset Lender	ALTA	\$100.00		
ORT-44	Loan Workout				
& ORT-44-06	Lender:	ALTA	\$100.00		
ORT-45 & ORT-45-06	Doing Business Laws Lender:	ALTA	\$100.00		
ORT-46	Environmental Protection Lien, Non-Residential Lender:	ALTA	\$25.00		
ORT-47	Fairway Owner:	CLTA ALTA	\$500.00 issued only at policy date		
ORT-48	Not Used	ALTA	\$500.00 issued only at policy date		
ORT-49	GAP Lender:	ALTA	No Charge		
ORT-50	Last Dollar Lender:	ALTA	No Charge, if issued at date of policy, otherwise 10%. (Maximum \$500.00)		
ORT-51 & ORT-51-06	Mortgage Tax Lender:	ALTA	\$100.00		
ORT-52 & ORT-52-06	Lenders Comprehensive (Unimproved Land) Lender:	ALTA	No Charge		
ORT-54 & ORT-54-06	Tax Deed Owner & Lender:	ALTA	\$500.00		

# ENDORSEMENTS (Continued)

ORT Endorsement Number			Percentage of OR Insurance Rate		
ORT-57.1	Modification of Particular Matters in Mortgage (With Creditor's Rights Exclusion) Lender:	ALTA	10%		
ORT-57.2	Modification of Mortgage (With Creditor's Rights Exclusion) Lender:	CLTA	20%		
ORT-58 & ORT-58-06	Land Same as Map (Unimproved Land) Lender:	ALTA	No Charge		
ORT-63	Policy Correction All Policies		N. O.		
ORT-67	Anti-Discrimination		No Charge		
	All Policies		No Charge		
ORT-68	Date-Down Lender:	CLTA ALTA	25% (Minimum \$250.00 Maximum \$500.00) 35% (Minimum \$250.00 Maximum \$500.00)		
ORT-68-06	Date-Down Lender:	ALTA	Same as ORT-68		

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## ENDORSEMENTS (Continued)

ORT Endorsement Number			Percentage of OR Insurance Rate		
ORT-70	Tenancy in Common "TIC" Lender:	CLTA ALTA	\$150.00 \$150.00		
ORT-70-06	Tenancy in Common "TIC" Lender:	ALTA	\$150.00		
ORT-70.1	Tenancy in Common "TIC" with Parking Lender:	CLTA ALTA	\$200.00 \$200.00		
ORT-70.1 -06	Same as ORT 70.1 Lender:	ALTA	\$200.00		
ORT-70.2	Tenancy in Common "TIC" Public Report Lender:	CLTA ALTA	\$250.00 \$250.00		
ORT-70.2 -06	Same as ORT-70.2 Lender:	ALTA	\$250.00		
ORT-3919	Loan Modification Endorsement	ALTA	\$75.00		

Note 1: ORT Endorsements through 70.2-06 are the same as the endorsement forms of the same numbers that were previously designated herein with the prefix "T.I.M".

Note 2: Endorsement numbers formerly designated T.I.M. 1, 2, 5, 6, 7, 11,12, 13, 15, 16, 16.1 to 16.12, 18, 18.1, 20, 21, 24, 26, 27, 29, 34, 35, 36, 36-06, 48, 52.1, 52.2, 53, 55, 56, 57, 59 to 62, 64, 65, 66, 69 and 69.1 and HO4, HO5 and HOL6 herein have either been withdrawn from use or the number was not previously used and therefore are not shown herein.

## ENDORSEMENTS (Continued)

### 8.1 Modification of an Endorsement

When the Company is requested to modify the coverage provided for in an endorsement listed in this section the charge for such modification shall be ten-percent (10%) of the otherwise applicable premium as set forth herein. In the event the endorsement to be modified does not ordinarily incur a premium for its issuance and the requested modification does not represent a substantial change in the coverage provided, there will be no additional charge made for the modification. If however the modification does represent a substantial change in the coverage of the endorsement, the minimum charge for such modification shall be ten-percent (10%) of the OR Insurance Rate based on the amount of the policy to be endorsed.

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#### **GENERAL RULES**

### 9.1 Computation of Fees

The rates herein, unless specifically stated otherwise, shall always be applied on a per unit of insurance basis in multiples of \$10,000 including any fraction thereof, in accordance with the division of such units as set forth in the OR Insurance Rate.

### 9.2 Corrections

A policy may be rewritten where required to correct an error for a charge commensurate with the work necessary and the circumstances involved.

## 9.3 Cancellation or Report Charges and Credit for Charges Paid

When an order for title insurance is canceled, the charge will be that amount which in the opinion of the Company is proper compensation for the services rendered, but not less than the minimum amount required under Section 12404 of the Insurance Code of the State of California.

A credit for all or a portion of the report charge may be applied to a subsequently issued policy when there has not been a substantive change in the title since the issuance of the original report during the following time periods and in the following amounts:

- 1. Within twenty-four (24) months, one-hundred percent (100%) of the report charge may be credited toward the final policy premium.
- 2. Over twenty-four (24) months but less than thirty-six (36) months, fifty-percent (50%) of the report charge may be credited to the final policy premium.
- 3. Over thirty-six (36) months, no portion of the report charge may be credited toward the final policy.

When there has been a change in the title subsequent to the date of the original report, including but not limited to a change of ownership or the recordation of other documents, no portion of the report charge may be applied toward a final policy.

## 9.4 Deposits

Deposits may be required for any services rendered or to be rendered, which deposit shall represent a prepayment of fees which shall be applied upon the issuance of the contemplated policy or policies.

## GENERAL RULES (Continued)

## 9.5 Employee Rate

No charge shall be made to employees of the Company, its subsidiary or affiliated companies, (including employees on approved retirement) for policies issued in connection with the financing, refinancing, sale or purchase of the employee's bona fide primary home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obliged to pay, by established custom, as a party to the transaction.

Reciprocal arrangements may be made with other companies to provide their employees with a like rate.

#### 9.6 Fair Value

The fair value shall be considered the sale price. Where no sale is involved, the fair value shall be determined from all available information. In no event shall it be less than the sum, as shown by the records, of all the encumbrances to which the property is subject. The Company will not issue title insurance for less than fair value nor where applicable less than the value of the estate or interest to be insured. Insurance in excess of such values must be approved by management.

### 9.7 Governmental Contracts

Contracts may be entered into with governmental, quasi governmental and public utility districts for the furnishing of guarantees or policies of title insurance at the charges set forth in the Major Projects section of this Schedule.

### 9.8 Increased Liability

Unless otherwise described herein, charges for "increased liability" shall be determined following the formula stated below:

Compute the rate for the "old" liability using the current Schedule of Fees and Charges. Next compute the rate for the "new" liability. Next subtract the "old" fee from the "new" fee. The result is the applicable charge for the increased liability.

## 9.9 Inspection Charge

If an inspection of the property has been made in connection with the issuance of a report or policy, a fee may be charged in addition to the base rate applicable depending on time spent and distance traveled.

## GENERAL RULES (Continued)

#### 9.10 OR Insurance Rate

Unless otherwise specified herein all offices of the Company, including all underwritten companies, shall utilize the OR Insurance Rate (Statewide Title Insurance Rate) for the issuance of evidences of title. Should escrow services be involved, which are not specifically described herein, all offices of the Company including underwritten companies shall use a separate escrow charge as established in the schedules promulgated by the Company, or its underwritten companies. Said schedules are not a part of this manual.

## 9.11 Re-issue Charges

The charges for any re-write, re-issue or increase in liability will be charged for using the rate in effect at the time of the re-write, re-issue or increase in liability.

### 9.12 Rounding of Premiums

When an insurance premium is derived from the application of a percentage of a rate as stated herein, the fee to be charged will be the result of that calculation rounded up to the nearest even dollar amount. In instances where multiple calculations are required to compute the applicable insurance rate only the results of the final calculation will be rounded up to the next even dollar amount.

### 9.13 Separate Sales or Exchanges (Different Sellers)

The charges for owners insurance herein are applicable on each separate sale or seller involved even though there may be one common purchaser and the sales are handled concurrently and either one policy or separate policies are issued.

#### **UCC INSURANCE**

## 10.1 <u>UCC Insurance Policy</u>

The UCC Insurance Policy insures a lender, that in addition to other matters, the described security interest in collateral (personal property and fixtures located in the United States) has attached, been perfected and has priority over any other security interest or lien in accordance with Article 9 of the Uniform Commercial Code. UCC insurance policies may only be issued by and through the Underwriting Department.

The basic charge for a UCC Insurance Policy is one-hundred percent (100%) of the UCC Insurance Rate shown below with a minimum charge of \$500.00.

Amount of Insurance			=	Rate	+	Rate P	er \$1,0	000
\$0	to	\$500,000	=	\$0.00	+	\$1.50	over	\$0
\$500,001	to	\$1,000,000	=	\$750.00	+	\$1.10	over	\$500,000
\$1,000,001	to	\$3,000,000	=	\$1,300.00	+	\$0.85	over	\$1,000,000
\$3,000,001	to	\$5,000,000	=	\$3,000.00	+	\$0.75	over	\$3,000,000
\$5,000,001	to	\$10,000,000	=	\$4,500.00	+	\$0.60	over	\$5,000,000
\$10,000,001	to	\$20,000,000	=	\$7,500.00	+	\$0.55	over	\$10,000,000
\$20,000,001	to	\$30,000,000	=	\$13,000.00	+	\$0.475	over	\$20,000,000
\$30,000,001	to	\$40,000,000	=	\$17,750.00	+	\$0.45	over	\$30,000,000
\$40,000,001	to	\$50,000,000	=	\$22,250.00	+	\$0.425	over	\$40,000,000
\$50,000,001	and	d above	=	\$26,500.00	+	\$0.40	over	\$50,000,000

Note: The above UCC Insurance Rate contemplates a single-site, single debtor or obligor transaction and can include one UCC pre-filing search at the Office of the Secretary of State, as well as pre-search filing copies up to ten (10) pages. Said UCC Insurance Rate may also include the preparation and filing of one required UCC Financing Statement.

### 10.2 Mixed Collateral Transactions

In a transaction where both real property and personal property secure the same indebtedness and the Company simultaneously issues policies of title insurance covering both the real and personal property, the charge for the UCC Insurance Policy shall be ninety-percent (90%) of the UCC Insurance Rate shown above, minimum charge \$500.00.

## 10.3 <u>UCC Insurance Policy Mezzanine Endorsement</u>

The charge for a Mezzanine Endorsement issued simultaneously with a UCC Insurance Policy shall be ten-percent (10%) of the UCC Insurance Rate shown above.

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## UCC INSURANCE (Continued)

### 10.4 UCC Policy for Purchasers

The UCC Policy for Purchasers shall be issued at fifty-percent (50%) of the UCC Insurance Rate shown in paragraph 10.1 herein, minimum charge \$500.00, when it is the only UCC policy issued by the Company in a transaction.

When the Company simultaneously issues a UCC Purchasers Policy and a UCC Insurance Policy, the charge for the UCC Purchasers Policy shall be ten-percent (10%) of the rate applicable to the concurrent UCC Insurance Policy up to the amount of the UCC Insurance Policy, minimum \$200.00. A simultaneously issued UCC Purchasers Policy whose liability is in excess of the concurrent UCC Insurance Policy shall incur an additional premium of fifty-percent (50%) of the UCC Insurance Rate on the amount of insurance that exceeds the amount of UCC Insurance Policy.

### 10.5 Major Projects - UCC Insurance

In transactions that are part of a major residential, commercial or industrial development which involve the issuance of one or more policies of title insurance and/or UCC insurance by the Company and which policies aggregate \$20,000,000 or more, the fees set forth in this section shall be subject to special pricing consideration based upon factors including perceived risk, the number and geographic location of the properties involved, service costs, competitive environment and other reasonable considerations. In determining the aggregate amount of insurance applicable to a major project it is permissible to include transactions insured by another title insurer.