TITLE INSURANCE RATES AND CHARGES FOR THE STATE OF CALIFORNIA



EFFECTIVE: August 13, 2013 (unless otherwise noted herein)

#### FORWARD

The rules and procedures contained herein are in no manner, either express or implied, to be construed as establishing or changing the rules and procedures pertaining to the title practices followed by the Company, but are shown in order to properly apply the applicable Insurance Rate Table(s). The rates shown are for the issuance of the various evidences of title as required by Article 5.5 (commencing with Section 12401) of the Insurance Code and Section 2556.1 of the Administrative Code of the State of California and do not include any additional service(s) unless otherwise noted or provided for in this schedule of fees and charges.

#### INSURANCE FORMS

COMMONWEALTH LAND TITLE INSURANCE COMPANY (hereinafter "Insurer"), being a qualified title insurer and a member in good standing of California Land Title Association, an Advisory Organization qualified as such under Section 12340.8 of the Insurance Code, has by written appointment, pursuant to Section 2556.1 (e) of the Administrative Code, constituted said Advisory Organization as agent of Insurer for the sole purpose of filing with the Insurance Commissioner, under the name of California Land Title Association, all of Insurer's regularly issued forms of title policies, including endorsements, guarantees, and other forms of insurance coverage, and modifications and withdrawals thereof, as required by Section 12401.1 of the Insurance Code and Section 2556.1 (b) of the Administrative Code. The agency appointment, however, reserved the right of Insurer of file independently of the agent any and all forms and modifications and withdrawals thereof. Insurer has adopted, as Insurer's forms, all of such forms in the name of California Land Title Association currently on file with the Insurance Commissioner and has ratified the filing of such forms as the filing of Insurer. Wherever in this schedule a policy form is referred to, such reference means the form filed by the California Land Title Association ("CLTA") or the American Land Title Association ("ALTA"), or the form filed by the Insurer, whichever is current.

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## **PARTI**

# **GENERAL RULES/PROCEDURES**

# **ALL TITLE**

## **AND**

**MISCELLANEOUS SERVICES** 

#### **PART I**

#### **GENERAL RULES**

#### 1.1 GENERAL APPLICATION

All offices of **COMMONWEALTH LAND TITLE INSURANCE COMPANY**, hereinafter referred to as the **Company** and all underwritten companies use this manual, including the insurance rate tables contained herein, for various evidences of title. When escrow services of any type are involved, all offices of the **Company** use the appropriate escrow schedules, which are set forth within the manual. All underwritten companies use the appropriate escrow rates unless superseded by an independent filing by any underwritten title company.

The fees and charges provided for in this schedule of fees and charges are for: 1) regularly issued policies, as defined in Section 12340.2 of the Insurance Code, including endorsements, guarantees and other forms of insurance coverage; 2) services in connection with the business of title insurance, as defined in Section 12340.3 of the Insurance Code, including escrow services; 3) miscellaneous services whether or not deemed to be services under 1) or 2) herein.

The charges computed under the various parts set forth herein may be rounded up or down to the nearest dollar.

#### **INSURANCE RATE TABLES**

The insurance rate tables contained within the parts of this schedule are used for all charges for the various types of evidences of title issued by the **Company**. The tables are also the basis for computing the percentage charges for all added coverages, reissues, endorsements, etc., as provided for in the various part of this schedule. The charges set forth in said insurance rate tables or in other parts of this schedule are minimum charges. Additional charges will be made when unusual conditions of title are encountered, or when special risks are insured against, or when special services are requested. In the event such charges are made, agreement thereto will be obtained from each person or entity obligated to pay all or any part of such charges in writing in advance.

Unless otherwise indicated, for purposes of computing the appropriate rate, references throughout this manual to Insurance Rate Table "R" shall mean the "Base Rate (Owner's)" or "Residential Owner's Rate" shown in such table.

#### **ESCROW RATES**

Rates will be filed by the individual underwritten title companies

#### LIMITED ESCROW SERVICE (SUB-ESCROW)

Limited Escrow Services are performed by the Company only in support of a primary escrow agent in connection with the issuance of a policy of title insurance and the services are limited to the acceptance of documents and funds, (other than monies to be paid for property taxes, bonds, or assessments, recording fees, transfer taxes, etc., or charges of the Company), to order tax services, to effectively pay off or release a particular encumbrance or charge against the land, or to transfer funds from one party to another based upon instructions limited to such items by the lender, lien holder or payor. When such Limited Escrow Service is performed, a minimum additional charge of \$45.00 for all refinance transactions and \$75.00 for all other transaction types shall be made.

# 1.2 MINIMUM CHARGES/ADDITIONAL CHARGES FOR UNUSUAL RISKS OR SERVICES

The charges set forth herein are minimum charges for regularly issued policies including endorsements, guarantees, and other forms of insurance coverage, and for ordinary services in connection with the business of title insurance. Additional charges will be made when unusual conditions of title are encountered, or when special risks are insured against, or when special services are requested.

Additional charges may be made for abstracts of title, attorneys' opinions, certified copies of documents or regularity guarantees involving litigation or proceedings in jurisdictions in California counties wherein the **Company** has no direct operation and in jurisdictions outside the State of California, among other things. This paragraph contemplates services that cannot be performed by the **Company** but which are necessary to its proper performance of requested services.

Additional fees and charges for unusual risks or services, not specifically scheduled, but authorized under Section 12401.8 of California Insurance Code requires that those charges be reasonably commensurate with the risk assumed or the costs of the services performed. Also, the party or entity obligated to pay all or any portion of the excess charges must consent to those charges in writing prior to closing. Each office must maintain a business record for each transaction in which excess charges are made which includes the following information:

(1) Nature of special condition or title risk; (2) order number and policy form; (3) underwriting rules applies; (4) applicable rating plans; (5) costs incurred; (6) excess service fees charges; (7) identify each party or entity to pay all or portion of excess service fees or costs; and (8) obtain the consent in writing in advance of each party or entity to be charged.

Except for endorsements listed in Part VI the minimum charge for any title insurance coverage in the form of a policy, binder, commitment or guarantee, is the "standard minimum charge" based upon the property type and/or transaction type in the applicable Insurance Rate Table unless a different dollar amount is stated as the applicable or minimum charge. The stated minimum applies even though a lower amount results from application of the percentages in this schedule.

#### 1.3 CHARGES STATED AS PERCENTAGES OF INSURANCE RATE

The Insurance Rate tables filed with this schedule of fees charges, set forth the basic charges for title insurance at various insurance amounts of \$5,000.00 increments. Throughout the schedule many charges are stated as percentage rates without further reference to the rate table. The stated percentage rate is to be applied to the appropriate rate in the table for the amount involved in the transaction. Where the amount of the transaction falls within a \$5,000.00 increment in a rate table, the basic charge will be the one corresponding to the next higher increment, but the policy or other insurance coverage will be issued in the amount of the transaction only.

#### 1.4 CHARGES FOR INCREASED LIABILITY

Throughout this schedule there are references to increased liability. Unless defined differently in the section where the reference appears, the appropriate charge for increased liability is the difference between the charge based on the amount of insurance in the initial policy or other form of insurance coverage and the charge based on the ultimate amount of insurance issued, each computed at the appropriate rate for the type of insurance involved. The method for such calculation shall be as follows:

Determine the applicable charge for the total amount of insurance, including the increased amount of liability. Then determine the applicable charge for the prior amount of insurance. Subtract this amount from the amount shown for the total amount of insurance to be issued to determine the fee for the increased liability, e.g.:

Total liability \$100,000 \$576

Prior Insurance \$50,000 \$400

Charge for \$50,000 of liability \$176

#### 1.5 TITLE INSURANCE SERVICE DEFINED

Unless specifically provided otherwise, the charges for title insurance in this schedule include only the following services:

A. Examination of title, reporting on the condition of title, and issuance of the title insurance policy or other form of insurance coverage.

State of California

- B. Receipt and presentation of documents for recording or filing.
- C. Receipt and tender of funds for payment of recording fees, transfer taxes, real property taxes, bonds and assessments.

#### 1.6 COMBINATION LOAN PACKAGES TERMINOLOGY

LP 3: Initial ALTA Loan Policy Additional Coverage only

LP 4: Initial CLTA Loan Policy plus 101 Endorsement

LP 5: Initial CLTA Loan Policy plus reissue as CLTA coverage

LP 6: Initial CLTA Loan Policy plus reissue as ALTA coverage

LP 8: Initial CLTA Loan Policy plus reissue as CLTA coverage and 101.2 Endorsement

LP 9: Initial ALTA Loan Policy plus 101.2 Endorsement and reissue as ALTA coverage

LP 10: Initial ALTA Loan Policy Additional Coverage plus reissue as ALTA coverage

#### 1.7 **ASSUMPTION OF LIABILITY**

Whenever documents of any kind are recorded in accordance with instruction which impose a definite liability upon the **Company**, the charges applicable for the type of policy of title insurance normally issued, covering such documents, will accrue immediately upon recording.

#### **COMMERCIAL SHORT TERM RATE** 1.8

If there is an insured owner as defined in Section 1.9 and an order for title insurance is placed within 5 years following the effective date of any prior policy of any title insurer, the charge will be 80% of the appropriate title insurance rate, unless such a reduction is expressly excluded in the applicable section of this schedule. The reduction provided for in this section is referred to throughout the schedule as the Commercial Short Term Rate. Wherever the schedule indicates that the Commercial Short Term Rate may apply, it applies only on the condition set forth in this section. Except as expressly indicated, the Commercial Short Term rate shall not apply to residential 1-4 unit properties.

NOTE: The Commercial Short Term Rate does not apply to any charges for escrow service, or on increased liability.

#### 1.9 **INSURED OWNER**

Only for the purpose of computing charges, the term "insured owner" is defined as any of the following:

- A. The named insured, the vestee, or the parties as defined in a policy of title insurance insuring title to the subject property, or a lien thereon.
- B. A corporation that acquired title from its insured stockholders, or from its insured parent corporation or an insured subsidiary corporation or from an insured subsidiary corporation of a common parent corporation.
- C. Stockholders of an insured corporation who acquired title from the corporation
- D. A partnership that acquired title from insured owners who are members of the partnership, and if it is a newly created partnership, it acquired title from an insured partnership involving substantially the same general partners.

NOTE: Joint Ventures shall be considered to be partnerships within the meaning of this paragraph.

- E. Partners of an insured partnership who acquired title from the partnership.
- F. A distributee of an estate where the deceased was an insured owner, except a purchaser for value from an heir or devisee.
- G. A grantee by gift from an insured owner.
- H. A principal who acquired title from an insured nominee or trustee, or a nominee or trustee who acquired title from an insured principal.
- I. A trustee which acquired title from an insured owner to establish a trust, or a beneficiary which acquired title from an insured trustee to terminate or change a trust.

#### 1.10 ADDITIONAL CHAIN OR PARCEL CHARGE

The insurance rates referred to in this schedule contemplate a single chain of title or parcel and where additional chains of title or parcels are included, the following additional charges are applicable:

A. Chains of Title (Different ownerships)

Additional properties, searched concurrently, in different ownerships constitute additional chains of title and will be charged for at the full rate applicable.

#### B. Parcels (Same ownership)

- 1. Additional properties, searched concurrently, in the same ownership in the State of California, are additional parcels unless they are located in the same county and are contiguous, or they are located in the same county and are in the same government section, grant, tract, subdivision, swamp-and-overflow survey or tideland survey, and will be charged for at a minimum of \$200.00 per additional parcel. The provisions contained herein are further limited by the provisions of Section 1.14 of this schedule.
- 2. Appurtenant easements, not previously insured, are additional parcels as to each ownership searched. (See Sections 1.22 and 1.23 this part.)
- 3. Contiguous portions of a street or other public or private way, not previously insured with the principal property, are additional parcels. (See Sections 1.22 and 1.23 this part.)

#### 1.11 CANCELLATION CHARGE

The charge where an order is canceled after the issuance of the report of title, will be that amount which in the opinion of the **Company** is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be canceled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be the standard minimum charge based upon property type.

#### 1.12 EMPLOYEE RATE

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

#### 1.13 CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS

- A. **Owner's Form:** 50% of Insurance Rate Table "R" Base Rate (Owner's) (Part II) Minimum \$396.00 for CLTA Standard Form Coverage Insurance, 70% of Insurance Rate Table "R" Base Rate (Owner's) (Part II) minimum \$475.00 for ALTA Owners Insurance Form Extended Coverage on properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation. Standard charges apply on all other types of transactions and to all additional coverages apply on all other types of transactions and to all additional coverages.
- B. Lender's Form: 40% of Insurance Rate Table "R" Base Rate (Owner's) (Part II), standard minimum charge applies for CLTA Standard Coverage, or 50% of Insurance Rate Table "R" Base Rate (Owner's) (Part II), standard minimum charge applies for ALTA Additional Coverage, for lenders insurance on properties used as a church or for charitable purposes within the scope of the normal activities of such entities. Normal rates apply in all other instances and for all additional coverages added to thereto.

# 1.14 MULTIPLE POLICIES, GURANTEES, OR OWNERSHIPS INSURED SIMULTANEOUSLY (COMMON OWNER)

- A. **Two or more different purchasers** simultaneously acquire from a common owner property in the **same** tract, grant, subdivision, government section, swamp and overflow or tideland survey within a county of California. 100% of Insurance Table applicable based upon the aggregate amount of insurance issued, plus an additional charge of \$50.00 for each separate policy simultaneously issued or individual purchaser insured over one. The total charge is proportionately divided as to ownerships insured or policies issued. Commercial Short Term Rate is only applicable to non-residential property.
- B. One purchaser simultaneously acquires from a common owner property in different tracts, grants, subdivisions, government sections, swamp and overflow or tideland surveys within the State of California. 100% of the Insurance Table applicable, based upon the aggregate amount of insurance issued, plus the additional parcel charge of \$200.00 per parcel, except where two such parcels in the same county abut to form one contiguous holding in the same owner, plus the additional policy charge of \$50.00 for each policy, if any, issued simultaneously over one. Commercial Short Term Rate is only applicable to non-residential property. (See definition of "Parcel" in Section 1.10B Page 7.)

- C. Two or more different purchasers simultaneously acquire from a common owner property in different tracts, grants, subdivisions, government sections, swamp and overflow or tideland surveys. 100% of the Insurance Table applicable computed on the amount of each separate sale in the same manner as though each policy were being issued at different times. Commercial Short Term Rate is only applicable to non-residential property.
- D. The charge for two or more guarantees issued simultaneously out of the same ownership in the same county will be at the applicable rate for the aggregate liability assumed plus \$50.00 for each guarantee issued.

#### NOTES:

- 1. If Commercial Short Term Rate applies to part, but not all of the property, you must first aggregate the liability on all of the property to which Commercial Short Term Rate does not apply. After that premium has been determined, add to that the premium on the total aggregate liability to which Commercial Short Term Rate applies on an increased liability basis
- This section does not apply to policies issued under Section 2.13, 3.4, or 3.11 in either Parts II or III or does it apply to any portion of Parts IV or V.
- 3. If owner/lessee insurance is issued, pursuant to this section, to more than one owner/lessee, the minimum charge for the policy(ies) issued to each owner/lessee is \$200.00 for standard coverage owners, ALTA Residential Title Insurance Policy and ALTA Homeowner's Policy of Title Insurance or \$250.00 for extended coverage owners.

#### 1.15 SUBMERGED OR TIDE LANDS

**Owner's Form:** 100% of Insurance Rate Table "R" Base Rate (Owner's) applicable for CLTA Standard Coverage Policy based upon the full amount of the estate or interest covered when such estate has been previously insured. The standard minimum charge applies.

- **A.** If not previously insured, all charges are doubled. Minimum charge \$750.00. Commercial Short Term Rate **is** applicable to previously insured estates only.
- **B. Lender's Form:** On submerged or tideland **not** previous insured, all charges are doubled. Commercial Short Term Rate is applicable to previously insured estates **only**. (See Part II, Section 3.1 for formulas for concurrent and non-concurrent loans CLTA).

ALTA owners coverage may or may not be available, based on the risk involved

#### 1.16 SEPARATE SALES (DIFFERENT SELLER – ONE BUYER)

The applicable Title Insurance Rate, depending on type of property, shall be charged on the full amount of each separate sale to one common purchaser even if the sales are handled concurrently and either one or separate policies are to be issued. If seller(s) qualify, Commercial Short Term Rate only applies to non-residential property. (See Section 1.14 this part).

#### 1.17 LATE RECORDING/INSURING 2 DIFFERENT OWNER'S ON SAME DAY

In certain instances due to requirements of the customer, it will be necessary to cause certain documents to be recorded, for example, at 8:00 a.m., and other documents at 8:01 a.m., or at some later time on the same day and the policies to be issued accordingly. The charges to be affixed are to be computed as if the recording and policies were issued at the same time; provided duplicate insurance on the same identical property is not actually being issued on the different recording times to two different parties. If duplicate insurance is required, insuring more than one owner as of different times, the charge is based upon the amount of insurance to the last insured owner. To this is added an additional charge, to be determined in the judgment of the Company according to its underwriting practices.

# 1.18 VACATED STREETS, ALLEYS, EASEMENTS, RIGHTS OF WAY OR REVERSIONARY INTEREST

No concurrent policy

\$500.00 per parcel for a preliminary report of title including the issuance of a policy of title insurance within a period of twenty-four (24) months from the date thereof, with standard insurance of \$30,000.00. Insurance in excess of the above amount is charged for on an increased liability basis. Commercial Short Term Rate is not applicable.

# 1.19 VACATED STREETS, ALLEYS, EASEMENTS, RIGHTS OF WAY OR REVERSIONARY INTEREST

Concurrent with policy

Vacated streets, alleys, easements, right of way or reversionary interests covered concurrently with the issuance of a policy may be searched at a charge commensurate with the work done. Standard minimum charge applies per parcel. If **not concurrent** with issuance of a policy, refer to Section 1.22 above.

#### 1.20 CREDIT FOR REPORTS ON SUBSEQUENT POLICIES

Section A (up to 12 months) is to be used at the discretion of the **Company**. Sections A (over 12 months) and B are applied to all cases.

**A. Where no major change** in the title has occurred since the issuance of the original report, the order **may be** reopened and all or a portion of the charge for the report may be credited on a subsequent policy charge within the following time periods from the date of the report:

**Within 12 months:** 100% of the reported charge **may be** absorbed in or credited to the final policy charge.

**Over 12 months:** No credit for the report charge shall be absorbed in or credited to a final policy charge.

**B. Where a major change** has occurred in the title since the date of the report and a policy is to be issued covering additional documents, the insurance rate applicable shall be charged and no credit for amounts previously billed for services will apply.

#### 1.21 ALTA U.S. POLICY FORM/U.S. DATE DOWN ENDORSEMENT

#### A. ALTA U.S. POLICY FORM

This policy is issued, upon request, only to a qualified federal agency of the United States of America. The coverage afforded by this policy very closely parallels the coverage of a CLTA Standard Coverage owner's policy. Therefore pricing for this policy shall be governed by the rules set forth in Section 2.1, Part II.. Commercial Short Term Rate however does not apply to this policy coverage. Standard minimum charge applies.

#### **B. U.S. DATE DOWN ENDORSEMENT FORM**

The price for one DATE DOWN endorsement is included in the price for the policy as in A above, if issued within 24 months of the policy date. If the first endorsement is issued more than 24 months after the policy date or if more than one endorsement is required, for each endorsement issued — minimum \$100.00 plus increase liability, if any. Commercial Short Term Rate does not apply.

#### 1.22 DEFINITION OF STANDARD AND EXTENDED COVERAGE

Extended Coverage: Owner's or loan policy issued without Regional Exceptions.

Regional Exceptions: Standard exceptions from coverage included within various policy forms as a matter of local practice

Standard Coverage: Owners or loan policy issued with Regional Exceptions.

#### 1.23 NON-RESIDENTIAL TRANSACTIONS OF \$15 MILLION OR MORE

Notwithstanding the rates set forth in this manual, the charges for policies, endorsements and/or guarantees where the aggregate amount of insurance or liability is \$15,000,000.00 or more may be subject to negotiation and agreement between the Company and the customer.

### **PART II**

# **RESIDENTIAL PROPERTY (1 – 4)**

## **AND**

# COMMERCIAL/INDUSTRIAL PROPERTY

# TITLE INSURANCE AND ESCROW SERVICES

This part contains pricing for Owner's Fee, Leasehold and Lesser estates as well as Lender's Insurance and Binders thereon.

Includes pricing for title and escrow services for all property not covered under PART III, IV or V.

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# PART II OWNER'S INSURANCE Insurance Rate Table "R"

(without escrow services)

Amount of Insurance	Base Rate (Owner's)	Residential Owners Rate	Lender's Concurrent Rate	Amount of Insurance	Base Rate (Owner's)	Residential Owners Rate	Lender's Concurrent Rate
Up to and including \$30,000	\$396	\$400	\$285	\$165,001-170,000	\$870	\$738	\$365
\$30,001-35,000	\$418	\$400	\$285	\$170,001-175,000	\$884	\$750	\$370
\$35,001-40,000	\$418	\$400	\$285	\$175,001-180,000	\$899	\$762	\$375
\$40,001-45,000	\$462	\$400	\$285	\$180,001-185,000	\$913	\$773	\$380
\$45,001-50,000	\$462	\$400	\$285	\$185,001-190,000	\$928	\$785	\$385
\$50,001-55,000	\$472	\$418	\$285	\$190,001-195,000	\$943	\$796	\$390
\$55,001-60,000	\$494	\$435	\$285	\$195,001-200,000	\$957	\$808	\$395
\$60,001-65,000	\$516	\$453	\$285	\$200,001-205,000	\$971	\$819	\$400
\$65,001-70,000	\$538	\$470	\$285	\$205,001-210,000	\$986	\$830	\$405
\$70,001-75,000	\$560	\$488	\$285	\$210,001-215,000	\$1,000	\$842	\$410
\$75,001-80,000	\$582	\$506	\$285	\$215,001-220,000	\$1,014	\$853	\$415
\$80,001-85,000	\$604	\$523	\$285	\$220,001-225,000	\$1,029	\$864	\$420
\$85,001-90,000	\$626	\$541	\$285	\$225,001-230,000	\$1,043	\$875	\$425
\$90,001-95,000	\$648	\$558	\$285	\$230,001-235,000	\$1,057	\$886	\$430
\$95,001-100,000	\$667	\$576	\$285	\$235,001-240,000	\$1,071	\$898	\$435
\$100,001-105,000	\$681	\$588	\$300	\$240,001-245,000	\$1,086	\$909	\$440
\$105,001-110,000	\$695	\$599	\$305	\$245,001-250,000	\$1,100	\$920	\$445
\$110,001-115,000	\$711	\$611	\$310	\$250,001-255,000	\$1,114	\$931	\$450
\$115,001-120,000	\$725	\$622	\$315	\$255,001-260,000	\$1,129	\$942	\$455
\$120,001-125,000	\$739	\$634	\$320	\$260,001-265,000	\$1,143	\$954	\$460
\$125,001-130,000	\$754	\$646	\$325	\$265,001-270,000	\$1,157	\$965	\$465
\$130,001-135,000	\$768	\$657	\$330	\$270,001-275,000	\$1,172	\$976	\$470
\$135,001-140,000	\$783	\$669	\$335	\$275,001-280,000	\$1,186	\$987	\$475
\$140,001-145,000	\$798	\$680	\$340	\$280,001-285,000	\$1,200	\$998	\$480
\$145,001-150,000	\$812	\$692	\$345	\$285,001-290,000	\$1,214	\$1,010	\$485
\$150,001-155,000	\$826	\$704	\$350	\$290,001-295,000	\$1,229	\$1,021	\$490
\$155,001-160,000	\$840	\$715	\$355	\$295,001-300,000	\$1,243	\$1,032	\$490
\$160,001-165,000	\$856	\$727	\$360				

For Each Additional \$5,000 or fraction thereof above \$300,000	Base Rate (Owners)		Residential Owners Rate		Lender's Concurrent Rate	
Up to and including \$500,000	Add \$10.55 per \$5,000	\$1,665	Add \$8.50 per \$5,000	\$1,372	Add \$5.25 per \$5,000	\$700
Up to and including \$850,000	Add \$9.90 per \$5,000	\$2,358	Add \$7.90 per \$5,000	\$1,925	Add \$5.25 per \$5,000	\$1,067.50
Up to and including \$1,000,000	Add \$9.50 per \$5,000	\$2,643	Add \$7.60 per \$5,000	\$2,153	Add \$3.55 per \$5,000	\$1,174
Up to and including \$1,500,000	Add \$7.50 per \$5,000	\$3,393	Add \$6.00 per \$5,000	\$2,753	Add \$2.50 per \$5,000	\$1,424
Up to and including \$2,000,000	Add \$7.25 per \$5,000	\$4,118	Add \$5.60 per \$5,000	\$3,313	Add \$2.20 per \$5,000	\$1,644
Up to and including \$2,500,000	Add \$4.00 per \$5,000	\$4,518	Add \$3.35 per \$5,000	\$3,648	Add \$2.20 per \$5,000	\$1,864
Up to and including \$3,000,000	Add \$3.70 per \$5,000	\$4,888	Add \$3.15 per \$5,000	\$3,963	Add \$2.20 per \$5,000	\$2,084
Up to and including \$4,000,000	Add \$3.60 per \$5,000	\$5,608	Add \$2.95 per \$5,000	\$4,553	Add \$2.20 per \$5,000	\$2,524
Over \$4,000,000	Add \$3.70 per \$5,000		Add \$2.95 per \$5,000		Add \$2.20 per \$5,000	

#### **PART II**

#### OWNER'S INSURANCE

#### 2.1 OWNER'S RATE

The change for policies for owners of fee, leasehold or lesser estates are set forth herein. Excluded, however, is pricing for, 1) any insurance covering lands that are tidelands or submerged lands **not previously insured** (see Section 1.19, Part 1 or 2), or owner's interest of severed "Natural Resources", or any lessee's interest covering "Natural Resources" (see Section 1.18, Part 1).

All policies, except the excluded policies, will be computed upon the greater of (a) the full value of the property, not deducting encumbrances, or (b) the amount of the policy. The sale price of the property, not deducting encumbrances, will be recognized as full value. If the customer requests "optionee" insurance for only the amount paid for the option, it is permissible to do so.

When the policy is issued in connection with an exchange or other transaction not involving a sale, the full value will be the amount determined by the **Company** from available data bearing on value.

#### A. CLTA STANDARD POLICY:

#### ALL ESTATES/INTEREST NOT SPECIFICALLY EXCLUDED ABOVE:

- For residential 1-4 unit properties, the basic charge shall be 100% of Rate Table R- Residential Owner's Rate on full value of estate or interest insured. The standard minimum charge applies. Commercial Short Term Rate shall not apply.
- 2. For all other properties, the basic charge shall be 100% of Rate Table "R" Base Rate (Owner's) on full value of estate or interest insured. Commercial Short Term Rate may apply. The standard minimum charge applies.

# B. ALTA 1987 RESIDENTIAL ("PLAIN LANGUAGE") POLICY OR ALTA OWNER'S POLICY (1992 and 2006) WITH REGIONAL EXCEPTIONS:

The applicable charge for CLTA Standard Policy in "A" above.

#### 2.1 OWNER'S RATE (Cont'd)

#### C. ALTA OWNER'S (FULL EXTENDED COVERAGE) POLICY:

- 1. For residential 1-4 unit properties, the basic charge shall be 120% of Rate Table R- Residential Owner's Rate on full value of estate or interest insured. Minimum \$480.00. Commercial Short Term Rate shall not apply.
- 2. For all other properties, the basic charge shall be 120% of Rate Table "R" Base Rate (Owner's) on full value of estate or interest insured. Minimum \$475.00. Commercial Short Term Rate may apply

#### D. **ALTA HOMEOWNERS POLICY OF TITLE INSURANCE** for One-to-Four Family Residence

For residential 1-4 unit properties, the basic charge shall be 110% of Rate Table R- Residential Owner's Rate on full value of estate or interest insured. Standard minimum charge applies. Commercial Short Term Rate shall not apply.

#### 2.2 REISSUE OF OWNER'S INSURANCE (NO TIME LIMIT)

- **A.** Reissue of owner's insurance, if the owner was previously insured by the **Company, where no transaction is involved.** Said reissue must be based on fair market value at date of reissue.
  - 1. CLTA reissued as CLTA or ALTA Residential reissued with Regional Exceptions as ALTA Residential with Regional Exceptions or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Owner's Policy with Regional Exceptions:

25% of Rate Table "R" based on amount of outstanding insurance, type of policy and property (standard minimum charge applies, maximum \$500.00) plus increased liability. Commercial Short Term Rate does not apply.

2. CLTA or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Residential with Regional Exceptions

Same as 1) above

# 3. CLTA or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Extended Coverage

Same as 1) above: plus 20% of Rate Table "R" based on the total liability of the policy and type of property. Commercial Short Term Rate does not apply.

#### 4. ALTA Extended Coverage reissued as ALTA Extended Coverage

40% of Rate Table "R" based on type of property and amount of outstanding insurance (standard minimum charge applies, maximum \$600.00) plus increased liability. Commercial Short Term Rate does not apply.

- **B)** Reissue of owner's insurance, if the owner was previously insured by the Company, to include a concurrently issued loan policy. Said reissue must be based on the fair market value on the reissue date unless all or a portion of the loan is to be used to make improvements, then the reissue must be based on the estimated fair market value upon completion of the improvements (See Section 3.1 this part for loan policy concurrent).
  - 1. CLTA reissued as CLTA or ALTA Residential reissued as ALTA Residential with Regional Exceptions or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Residential with Regional Exceptions

25% Rate Table "R" based on type of property and amount of outstanding insurance (standard minimum charge applies, no maximum) plus increased liability. Commercial Short Term Rate does not apply.

2. CLTA or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Residential with Regional Exceptions

Same as 1) above

3. CLTA or ALTA Owner's Policy with Regional Exceptions reissued asALTA Extended Coverage

Same as 1) above: plus 20% of Rate Table "R" based on the total liability of the policy and type of property. Commercial Short Term Rate does not apply.

#### 4. ALTA Extended Coverage reissued as ALTA Extended Coverage

40% of Rate Table "R" based on type of property and amount of outstanding insurance (standard minimum charge applies) plus increased liability. Commercial Short Term Rate does not apply.

#### 2.3 DEPARTMENT OF VETERANS AFFAIRS (DVA)

A. ACQUISITION BY DVA, concurrent with veterans acquisition

100% of Rate Table "R" based on full value and type of property being acquired by veteran or valuation of same from veteran to DVA whichever is greater. Commercial Short Term Rate may only apply to non-residential property. Standard minimum charge applies.

B. ACQUISITION BY DVA, Veteran already record owner.

80% of Rate Table "R" based on type of property and on full value of estate or interest insured if veteran is record owner at time order is placed. Commercial Short Term Rate may only apply to non-residential property (standard minimum charge applies). Section 2.2 B may be used in lieu of this section or if known to the **Company**, at the time or acquisition by veteran a DVA transaction is in process use Section 2.13 this part. (Re-Sale Binder).

C. CONVEYANCE BY DVA to veteran upon payment of contract

25% of Rate Table "R" based on type of property and on amount of outstanding insurance (standard minimum charge applies), plus increased liability, if policy insures veteran/vendee whose interest was insured by the **Company.** Commercial Short Term Rate does not apply.

- D. If the veteran is paying off DVA, concurrent with a sale to a 3<sup>rd</sup> party this charge is not made. Only the premium charge on the sale to the 3<sup>rd</sup> party shall be collected.
- E. If the present "Veteran" was not insured by the Company, pricing for new policy, use owner's rating (Section 2.1 this part).

#### 2.4 ACQUISITION OF FEE BY VENDEE

- A. If the present vendees interest **was insured** by the **Company** the following rating applies:
  - 1. CLTA reissued as CLTA or ALTA Residential with Regional Exceptions reissued as ALTA Residential with Regional Exceptions

# or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Owner's Policy with Regional Exceptions

25% of Rate Table "R" based on property type and amount of outstanding insurance (standard minimum charge applies.no maximum) plus increased liability. Commercial Short Term Rate does not apply.

# 2. CLTA or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Residential with Regional Exceptions

Same as 1) above

# 3. CLTA or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Extended Coverage

Same as 1) above; plus 20% of Rate Table "R" based on the property type and total liability of the policy. Commercial Short Term Rate does not apply.

#### 4. ALTA Extended Coverage reissued as ALTA Extended Coverage

40% of Rate Table "R" based on property type and on amount of outstanding insurance (standard minimum charge applies, no maximum) plus increased liability. Commercial Short Term Rate does not apply.

- B. If the Vendee is selling to a 3<sup>rd</sup> party concurrent with acquiring the fee this section will not be used. Pricing will be in accordance with Section 2.1 this part
- C. If the present Vendee was not insured by the Company, pricing for new policy, use owner's rating (Section 2.1 this part).

#### 2.5 ACQUISITION OF FEE TITLE BY A LESSEE

- 2. When title to the underlying fee is acquired by a lessee, whose leasehold interest was not insured by the Company, and Lessee either 1) owns the improvements on the leased land or 2) is acquiring the fee under an option in the lease, the following rating applies:
  - 1. CLTA reissued as CLTA or ALTA Residential with Regional Exceptions reissued as ALTA Residential with Regional Exceptions or ALTA Owners Policy with Regional Exceptions reissued as ALTA Owner's with Regional Exceptions.

25% of Rate Table "R" based on type of property and on amount of outstanding insurance (standard Minimum charge applies.no maximum) plus increased liability. Commercial Short Term Rate does not apply.

2. CLTA or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Residential with Regional Exceptions.

Same as 1) above.

3. CLTA or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Extended Coverage.

Same as 1) above; plus 20% of Rate Table "R" based type of property and on the total liability of the policy. Commercial Short Term Rate does not apply.

- 4. ALTA Extended Coverage reissued as ALTA Extended Coverage 40% of Rate Table "R" based on type of property and on amount of outstanding insurance (standard minimum charge applies.no maximum) plus increased liability; Commercial Short Term Rate does not apply.
- 3. If the Lessee is selling to a 3<sup>rd</sup> party concurrently with acquiring the fee, this section will not be used. Pricing will be in accordance with Section 2.1 this part.
- 4. If the present Lessee was not insured by the Company, pricing for a new policy, use owner's rating (Section 2.1 this part).

#### 2.6 ACQUISITION OF FULL TITLE BY OPTIONEE

- A. If a policy was issued by the **Company** insuring the Optionee for only the **amount paid for the option** the conversion policy is priced according to owner's insurance Section 2.1 this part.
- B. If a **policy** was issued by the **Company insuring** the Optionee **for the full** amount of the option price:
  - 1. CLTA reissued as CLTA or ALTA Residential with Regional Exceptions reissued as ALTA Residential with Regional Exceptions or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Owner's Policy with Regional Exceptions

25% of Rate Table "R" based on type of property and on amount of outstanding insurance (standard minimum charge applies,no maximum) plus increased liability. Commercial Short Term Rate does not apply.

2. CLTA or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Residential with Regional Exceptions

Same as 1) above

# 3. CLTA or ALTA Owner's with Regional Exceptions reissued as ALTA Extended Coverage

Same as 1) above: plus 20% of Rate Table "R" based on type of property and on the total liability of the policy. Commercial Short Term Rate does not apply.

#### 4. ALTA Extended Coverage reissued as ALTA Extended Coverage

40% of Rate Table "R" based on type of property and on amount of outstanding insurance (standard minimum charge applies,no maximum) plus increased liability. Commercial Short Term Rate does not apply.

- C. If the Optionee is selling to a 3<sup>rd</sup> party concurrently with acquiring the fee this section will not be used. Pricing will be in accordance with Section 2.1 this part.
- D. If the present Optionee was not insured by the Company, pricing for new policy, use owner's rating (Section 2.1 this part).

#### 2.7 PURCHASE, IMPROVEMENT AND SALE OF PROPERTY WITH LEASEBACK

#### A. Initial Policy:

Owner's Rate Applicable under Section 2.1, this part, based upon the full value of the estate or interest covered. Commercial Short Term Rate does not apply.

#### B. Final Policy:

1. CLTA reissued as CLTA or ALTA Residential with Regional Exceptions reissued as ALTA Residential with Regional Exceptions or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Owner's Policy with Regional Exceptions

25% of Rate Table "R" based on type of property and on amount of outstanding insurance (standard minimum charge applies, no maximum), plus increased liability. Commercial Short Term Rate does not apply.

2. CLTA or ALTA Owner's Policy with Regional Exceptions reissued as ALTA Residential with Regional Exceptions

Same as 1) above.

# 3. CLTA or ALTA Owner's with Regional Exceptions reissued as ALTA Extended Coverage

Same as 1) above: plus 20% of Rate Table "R" based on type of property and the total liability of the policy. Commercial Short Term Rate does not apply.

#### 4. ALTA Extended Coverage reissued as ALTA Extended Coverage

40% of Rate Table "R" based on type of property and on amount of outstanding insurance (standard minimum charge applies, no maximum) plus increased liability. Commercial Short Term Rate does not apply.

#### Sections 2.7 A and 2.7 B are effective only if:

- 1. The property so purchased is to be developed with certain improvements, and;
- 2. The Grantee has agreed to transfer the land and/or improvements to predetermined investor; and
- 3. The investor has agreed to lease the transferred property to his grantor; and
- 4. The final policy to the ultimate purchaser is issued within 24 months from the expiration date of the statutory period for filing mechanic's liens. (If additional policies insuring a lessee or a lender are required, refer to appropriate sections, this part).

# 2.8 OWNER'S POLICIES FOLLOWING A FORECLOSURE OR DEED IN LIEU OF FORECLOSURE

- A. To issue an owner's policy to the beneficiary, its assignee or the grantee of a Deed in Lieu of Foreclosure following a foreclosure sale or Deed in Lieu of Foreclosure where the defaulted encumbrance was insured, where the Company's Trustee's Sale Guarantee (TSG) or Litigation Guarantee has been issued and the purchaser at the foreclosure sale or the grantee of the Deed in Lieu of Foreclosure is the beneficiary of the defaulted encumbrance or an assignee of the beneficiary, the charge is:
  - 100% of Insurance Table "R" for ALTA or CLTA Standard Coverage Owner's Policy. A credit of 100% of the paid TSG or Litigation Guarantee premium will be applied to the charge if requested within two years of the foreclosure sale or recording of the Notice of Default in the event of a Deed in Lieu. No portion of the paid TSG or Litigation Guarantee premium will be refunded. Standard Minimum Charge applies, Maximum \$500.00.

- 2. 110% of Insurance Table "R" Residential Owners Rate for ALTA or CLTA Homeowner's Policy of Title Insurance. A credit of 100% of the paid TSG or Litigation Guarantee premium will be applied to the charge if requested within two years of the foreclosure sale or recording of the Notice of Default in the event of a Deed in Lieu. No portion of the paid TSG or Litigation Guarantee premium will be refunded. Standard Minimum Charge applies, Maximum \$550.00.
- B. To issue an owner's policy to the beneficiary, its assignee or the grantee of a Deed in Lieu of Foreclosure following a foreclosure sale or Deed in Lieu of Foreclosure where the defaulted encumbrance was insured and the purchaser at the foreclosure sale or the grantee of the Deed in Lieu of Foreclosure is the beneficiary of the defaulted encumbrance or an assignee of the beneficiary, the charge is:
  - 1. 40% of Insurance Table "R" for ALTA or CLTA Standard Coverage Owner's Policy. Standard Minimum Charge applies.
  - 2. 50% of Insurance Table "R" Residential Owners Rate for ALTA or CLTA Homeowner's Policy of Title Insurance. Standard Minimum Charge applies.
- C. To issue an owner's policy to a successful, third party foreclosure sale bidder or the grantee from such successful bidder, an order for which is opened within 180 days following the date of the foreclosure sale, where the defaulted encumbrance was insured and the charge is paid by such bidder, the charge is:
  - 1. 55% of Insurance Table "R" Residential Owners Rate for ALTA or CLTA Standard Coverage Owner's Policy. Standard Minimum Charge applies.
  - 2. 65% of Insurance Table "R" Residential Owners Rate for Residential Owner's Rate for ALTA or CLTA Homeowner's Policy of Title Insurance. Standard Minimum Charge applies.
- D. To issue an owner's policy to a new purchaser from a beneficiary, its assignee or the grantee of a Deed in Lieu of Foreclosure following a foreclosure sale or Deed in Lieu of Foreclosure where the defaulted encumbrance was insured and the purchaser at the foreclosure sale or the grantee of the Deed in Lieu of Foreclosure is the beneficiary of the defaulted encumbrance or an assignee of the beneficiary and the charge is paid by the beneficiary, its assignee or the grantee of the Deed in Lieu of Foreclosure, the charge is:

- 1. 70% of Insurance Table "R" for ALTA or CLTA Standard Coverage Owner's Policy. Standard minimum charge applies.
- 2. 80% of Insurance Table "R" Residential Owner Rate for ALTA or CLTA Homeowner's Policy of Title Insurance. Standard minimum charge applies..

Commercial Short Term Rate is not applicable to this Section.

#### 2.9 ADDITIONAL COVERAGE-CLTA OWNER'S INSURANCE

Upon approval by the **Company**, printed exceptions 1, 2, 3, 4, or 5 of Part 1, Schedule B of the CLTA Standard Policy will be eliminated from the owner's policy at an additional cost of 10% of Rate Table "R" for each exception eliminated based on the type of property. (Maximum additional charge is 20% of Rate Table "R" for removal of all 5 exceptions based on type of property). Commercial Short Term Rate does not apply.

# 2.10 EXTENDED COVERAGE-ALTA RESIDENTIAL TITLE INSURANCE POLICY (1 TO 4 SINGLE FAMILY RESIDENTIAL DWELLINGS ONLY)

Upon approval by the **Company**, printed exceptions 1, 2, 3 and 4 of Schedule B (Regional Exceptions) of the ALTA Residential Title Insurance Policy will be eliminated from the policy at the following charge: 100% of Rate Table "R Residential Owners Rate on the full value of the estate or interest insured. Standard minimum charge applies.

This coverage is limited to 1 to 4 single family dwellings that meet the following requirements:

- A. Inspections will be required for issuance of coverage on all properties;
- B. Property must be in a recorded subdivision or condominium plan less than ten years old;
- C. Property must have dedicated access to and from said property;

NOTE: Consideration may be given to those properties described by metes and bounds descriptions or in subdivisions over ten years old, but may require an ALTA survey and the insertion of 1 or more Regional Exceptions; may also require additional inspection fees.

#### 2.11 CLTA FORM BINDER WITHOUT CONCURRENT TRANSACTION

If there is no transaction recorded between the date of placement of an order for a binder and the date of its issuance, a 2-year binder will be issued for 110% of Rate Table "R" based on type of property and issued in the amount of the full value of the estate or interest involved. If, within the initial 2 year binder period or during the 2 year extension period, the **Company** issues a policy of title insurance, the binder charge will be credited to the final policy charge. Commercial Short Term Rate does not apply to the 10% binder charge.

#### 2.12 CLTA FORM BINDER ONLY – WITH CONCURRENT TRANSACTION

A 2-year binder may be issued in lieu of a policy to insure a subsequent transaction for a premium of 110% of the applicable rate under Section 2.1 for the type of policy and property to be insured and in the amount of the full value of the estate or interest involved.

The term of the binder may be increased for an additional term of 24 months for an additional charge of 10% of the applicable rate for the type of policy and property to be insured and the amount of the binder liability in excess of the liability of the initial binder.

Provided the term of the initial binder has not lapsed, the binder may be reissued to reflect an interim transfer prior to the issuance of a policy for an additional charge of 25% of the applicable rate for the type of policy and property, and the amount of the initial binder, plus 110% of the applicable rate for any additional insurance over the amount of the initial binder.

When a policy is issued pursuant to a binder, any additional insurance over the liability of the binder is charged for at the applicable rate for the type of policy and property on an increased liability basis.

Commercial Short Term Rate does not apply to the 10% binder charge.

# 2.13 ALTA FORM COMMITMENT OR SHORT FORM COMMITMENT WITHOUT CONCURRENT TRANSACTION

If requested, a 90-day commitment may be issued in place of a Preliminary Report for 100% of Rate Table "R" based on type of property and issued in the amount of the full value of the estate or interest involved. The charge therefore shall be due and payable as of the effective date of the commitment. Such charge shall be credited to the final policy charge if the policy is issued prior to the expiration of the commitment. Commercial Short Term Rate shall only apply to non-residential property. The standard minimum charge applies.

The commitment may be extended for an additional 90 days, prior to its expiration, by payment of an additional 10% of the insurance rate based on type of property. Commercial Short Term Rate shall only apply to non-residential property.

#### 2.14 LEASEHOLD MINIMUM INSURANCE

<u>Insurance to Lessee:</u> Charges are computed in the same manner as for Owner's Insurance, Minimum charges and policy amounts are based on the following:

- A. Ten times annual rental if lease is for a term of 25 years or less.
- B. Twenty times annual rental if lease is for a term of more than 25 years but less than 50 years.
- C. Full value of land and existing improvements, if lease is for a term of 50 years or more.

Leasehold and fee interest may be insured in the same policy for full value of the property and existing improvements without segregation of liability, at no additional charge. If the leasehold and fee interests are segregated in the same policy by endorsement, or if a separate leasehold policy is issued concurrently with the owner's policy, the segregated amount of leasehold insurance will be charged for as increased liability over amount of insurance on the fee interest (plus \$50.00 for additional policy if issued).

**NOTE:** The ALTA Form Leasehold Owner's policy has been withdrawn and replaced by the ALTA Form 13 Endorsement. If required, the withdrawn policy form may be issued, but it must be marked "**FORMERLY**" on the jacket next to the policy revision date.

#### 2.15 UCCPLUS OWNER'S POLICY

UCCPlus Owner's Policy for Certificated Securities Under Article 8 of the Uniform Commercial Code and as Partnership or Membership Interests Under Article 9 of the Uniform Commercial Code (Owners Policy).

This policy insures the state of the purchaser's title when the purchaser is acquiring either (1) a security or (2) membership interest in an entity not represented by a security. The Policy is designed to cover transactions in which the owner has dealt directly with the seller of the security or membership interest. This Policy should only be issued after an appropriate UCC search has been performed and the national UCC-9 Department has reviewed and approved the transactional documents.

#### Basic UCCPlus Owner's Insurance Rate:

Liability:	Rate:
\$0 up to \$100,000	\$175 minimum
\$100,001 to \$200,000	add \$1.70 per \$1,000
\$200,001 to \$300,000	add \$1.55 per \$1,000
\$300,001 to \$500,000	add \$1.25 per \$1,000
\$500,001 to \$1,000,000	add \$1.10 per \$1,000
\$1,000,001 to \$3,000,000	add \$0.85 per \$1,000
\$3,000,001 to \$5,000,000	add \$0.75 per \$1,000
\$5,000,001 to \$10,000,000	add \$0.60 per \$1,000
\$10,000,001 to \$20,000,000	add \$0.55 per \$1,000
\$20,000,001 to \$30,000,000	add \$0.525 per \$1,000
\$30,000,001 to \$40,000,000	add \$0.50 per \$1,000
\$40,000,001 to \$50,000,000	add \$0.475 per \$1,000
\$50,000,001 to \$100,000,000	add \$0.45 per \$1,000
\$100,000,001 to \$300,000,000	add \$0.43 per \$1,000
\$300,000,001 and above	add \$0.40 per \$1,000

Note: All rates assume a single site, single seller/buyer transaction and may include one UCC pre-filing search at the Office of the Secretary of State, as well as pre-searching filing copies up to 10 pages. The above rates also include the preparation and filing of one required UCC Financing Statement and such services as the company may provide in order to track the expiration and termination dates of the UCC Financing Statement(s) insured under the UCC Insurance Policy for which the rate is paid. No Commercial short-term rate applies.

#### Mixed Collateral Transactions:

For any transaction where both real property and personal property are involved in the transaction to be insured, and a separate title insurance policy is being issued by the Company, for the real property and the personal property, the premium for the policy insuring a security interest in the personal property may be reduced by up to 10% for an amount of insurance of up to \$5 million; by up to 15% for an amount or insurance from \$5,000,001 to \$10,000,000; and by up to 25% for an amount of insurance in excess of \$10,000,000.

#### Portfolio Pricing:

For transactions involving multiple sales of similar characteristics with regard to either seller, buyer or type of ownership; for which there is a standardization of documents, the rate may be calculated on the "aggregated" amount of the loans.

#### Simultaneous Issue:

If concurrently with the issuance of an Owner's Policy, a UUC 9 Policy of Insurance for Lenders (also called an UCCPlus Policy of Title Insurance) is being issued, or the reverse being true, the additional respective Policy of Insurance will be issued at 30% of the Basic Insurance Rate based on type of property.

#### PART III

#### LENDER'S INSURANCE

#### 3.1 LOAN RATE

Charges on amount of loan allocated to property insured:

- A. CLTA Standard Policy insuring a construction loan only or concurrent with CLTA Owner's or ALTA Residential or ALTA Owner's Policy with Regional Exceptions
  - 1. Construction Loan Only Without transfer requiring owner's insurance.

80% of Rate Table "R". The standard minimum charge applies based upon type of property.

Commercial Short Term Rate may only apply to non-residential property.

2. Concurrent with owner's policy where the loan does not exceed the owner's insurance.

\$75.00 for additional insurance.

3. Concurrent with owner's insurance where the loan exceeds the owner's insurance, then the concurrent loan policy in a residential transaction shall be priced as follows:

The sum of:

- a) A policy charge of \$75.00; and.
- b) 100% of the difference between the policy charge at the owner's insurance amount and the policy charge at the loan amount as shown on Part II Insurance Rate Table "R" based on type of property.

For example, the rate for a lender's policy in the amount of \$150,000 issued concurrently with an owner's policy in the amount of \$100,000 would be computed as follows:

Policy Charge	\$ 75
Owner's Policy Rate at \$150,000	\$692
Owner's Policy Rate at \$100,000	(\$576)
Difference:	\$116
Concurrent Lender's Policy Charge: (\$75 + \$116) =	\$191

Commercial Short Term Rate is not applicable.

- 4. CLTA Standard Joint Protection Policy insuring owner and lender for the amount of the sale. 100% of Rate Table "R" based on type of property, Standard minimum charge applies. Commercial Short Term rate may only apply to non-residential property.
- B. ALTA Extended Policy insuring a construction loan only or concurrent with CLTA Owner's, ALTA Residential, ALTA Owner's Policy with Regional Exceptions; ALTA Homeowner's Policy of Title Insurance
  - 1. Construction Loan Only Without transfer requiring owner's insurance.

100% of Rate Table "R" based on type of property. Standard minimum charge applies.

Commercial Short Term Rate may only apply to non-residential property.

2. Concurrent with owner's insurance where the loan does not exceed the amount of the owner's insurance.

Based on loan amount concurrent with CLTA Owner's, ALTA Residential. ALTA Owner's Policy with Regional Exceptions and ALTA Homeowner's Policy of Title Insurance:

See Part II Insurance Rate Table "R" for Lender's Concurrent Rate.

3. Concurrent with owner's insurance where the loan exceeds the owner's insurance, then the concurrent loan policy in a residential transaction shall be priced as follows.

The sum of:

- a) The policy charge shown on Part II Insurance Rate Table "R" for Lender's Concurrent Rate at the owner's insurance amount; and.
- b) 100% of the difference between the policy charge at the owner's insurance amount and the policy charge at the loan amount as shown on Part II Insurance Rate Table "R" based on type of property.

For example, the rate for a lender's policy in the amount of \$150,000 issued concurrently with an owner's policy in the amount of \$100,000 would be computed as follows:

Policy Charge	\$ 285
Owner's Policy Rate at \$150,000	\$692
Owner's Policy Rate at \$100,000	(\$576)
Difference:	\$116
Concurrent Lender's Policy Charge: (\$285 + \$116) =	\$401

Commercial Short Term Rate is not applicable

# C. ALTA LOAN POLICY INSURING CONSTRUCTION LOAN ONLY OR CONCURRENT WITH ALTA OWNER'S EXTENDED COVERAGE

1. Construction Loan Only Without transfer requiring owner's insurance.

100% of Rate Table "R" based on type of property; Standard minimum charge applies. Commercial Short Term Rate may only apply to non-residential property.

2. Concurrent with owner's insurance where the loan does not exceed the amount of the owner's insurance. Commercial Short Term Rate does not apply.

\$50.00 for additional policy

3. Concurrent with owner's insurance where the loan exceeds the owner's insurance, then the concurrent loan policy in a residential transaction shall be priced as follows:

The sum of:

- a) A policy charge of \$50.00; and.
- b) 100% of the difference between the policy charge at the owner's insurance amount and the policy charge at the loan amount as shown on Part II Insurance Rate Table "R" based on type of property.

For example, the rate for a lender's policy in the amount of \$150,000 issued concurrently with an owner's policy in the amount of \$100,000 would be computed as follows:

Policy Charge	\$ 50
Owner's Policy Rate at \$150,000	\$692
Owner's Policy Rate at \$100,000	(\$576)
Difference:	\$116
Concurrent Lender's Policy Charge: (\$50 + \$116) =	\$166

Commercial Short Term Rate is not applicable.

## 3.2 COMBINATION COVERAGES AND REISSUES OF INITIAL LOAN POLICIES

Additional charges in this section apply when a policy of the **Company** insuring a construction loan, or an interim loan with a take-out commitment, is reissued to insure a permanent loan.

If the permanent loan is for a larger amount than the initial loan, add for increased liability. For additional endorsement charges, see Chapter VII. Commercial Short Term Rate may apply to the increased liability charges in non-residential transactions only, but does not apply to the basic charges.

Time limits for reissue:

Interim loan – within two years from date of initial policy.

Construction loan – within two years from expiration of mechanic's lien period. Add 10% of Rate Table "R" based on the type of property for an additional year on construction only.

## A. Where initial policy is CLTA Standard Coverage Form:

- 1. 10% of Rate Table "R" for Priority Insurance based on type of property(101 Endorsement)
- 2. 15% of Rate Table "R" for reissue as CLTA based on type of property
- 3. 35% of Rate Table "R" for reissue as ALTA based on type of property

NOTE: Combinations of initial and additional coverage are as follows:

# 3.2 COMBINATION COVERAGES AND REISSUES OF INITIAL LOAN POLICIES (Cont'd)

LP-4: Consists of CLTA coverage plus additional coverage No. 1 above

LP-5: Consists of CLTA coverage plus additional coverage No. 2 above

- LP-6: Consists of CLTA coverage plus additional coverage No. 3 above
- LP-8: Consists of CLTA coverage plus additional coverage Nos. 1 and 2
- LP-9: Consists of CLTA coverage plus additional coverage Nos. 1 and 3

## B. Where initial policy is ALTA Loan Additional Coverage Form:

- 1. 15% of Rate Table "R" for reissue as CLTA based on type of property
- 2. 30% of Rate Table "R" for reissue as ALTA based on type of property

NOTE: Combinations of initial and additional coverage are as follows:

- LP-3: Consists of initial ALTA only, no reissue
- LP-10: Consists of ALTA coverage plus additional coverage No. 2 above

## C. Permanent financing after construction – either CLTA or ALTA

Where permanent financing is to be insured, after construction, and the **Company** has issued any combination of initial and additional coverages as specified in A and B above, a policy may be issued insuring the permanent financing lender, during the time limit(s) set forth above at:

10% of Insurance Rate Table "R", based upon the amount of the last policy, type of property, plus increased liability, if any.

## 3.3 REISSUE OF LENDER INSURANCE

Reissue to update an insured lender's title under a policy of title insurance issued by the **Company**, where no transaction is involved (No time limit). Commercial Short Term Rate does not apply.

## A. CLTA Standard Coverage Policy Form:

15% of Insurance Rate Table "R" based on type of property and unpaid balance, standard minimum charge applies, maximum \$600.00.

## B. ALTA Loan Policy Additional Coverage Form:

20% of Insurance Rate Table "R" based on type of property and unpaid balance, standard minimum charge applies, maximum \$700.00.

This section does not apply in the circumstance where an interim/construction lender becomes the permanent lender. Refer to Section 3.2 above.

## 3.4 CLTA LOAN POLICY IN CONNECTION WITH ALTA (JUNIOR LIEN)

A CLTA Standard Coverage Loan Policy issued concurrently with an ALTA Loan Policy Additional Coverage, in the absence of the issuance of any owner/lessee insurance, is charge for on an increased liability basis, based upon the face amount of the Deeds of Trust, plus the additional policy charge of \$75.00.

## 3.5 RESIDENTIAL LOAN RATE

- A. For insuring a deed of trust on a one-to-four family residence, and the new policy coverage is CLTA in form, the policy charges shall be 60% of Insurance Rate Table R Residential Owner's Rate. Standard minimum charge applies. Commercial Short Term Rate shall not apply.
- B. For insuring a deed of trust where:
  - 1. The property involved is one to four family residential; and
  - 2. The new policy coverage is ALTA in form (including ALTA Loan Policy or ALTA Short Form Residential Loan Policy) with streamlined searching allowing for generic exceptions for CC&R's, Easements, Minerals, Mineral Rights or Survey Matters.

The policy charges shall be as follows:

Policy Liability	Premium
\$0 up to and including \$50,000	\$ 350.00
\$50,001 up to and including \$150,000	\$ 400.00
\$150,001 up to and including \$250,000	\$ 425.00
\$250,001 up to and including \$350,000	\$ 625.00
\$350,001 up to and including \$450,000	\$ 625.00
\$450,001 up to and including \$550,000	\$ 900.00
\$550,001 up to and including \$650,000	\$ 925.00
\$650,001 up to and including \$750,000	\$ 1,150.00
\$750,001 up to and including \$850,000	\$ 1,175.00
\$850,001 up to and including \$1,000,000	\$ 1,345.00
\$1,000,001 up to and including \$1,500,000	\$ 1,675.00
\$1,500,001 up to and including \$2,000,000	\$ 2,075.00
\$2,000,001 up to and including \$2,500,000	\$ 2,850.00

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\$2,500,001 up to and including \$3,000,000	\$ 2,850.00
\$3,000,001 up to and including \$3,500,000	\$ 3,410.00
\$3,500,001 up to and including \$4,000,000	\$ 3,410.00
\$4,000,001 up to and including \$5,000,000	\$ 4,070.00
\$5,000,001 up to and including \$6,000,000	\$ 4,730.00
\$6,000,001 up to and including \$7,000,000	\$ 5,280.00
\$7,000,001 up to and including \$8,000,000	\$ 5,940.00
\$8,000,001 up to and including \$9,000,000	\$ 6,600.00
\$9,000,001 up to and including \$10,000,000	\$ 7,095.00
Over \$10,000,000	\$7,095.00 plus \$770
	per Million, or fraction
	thereof, over \$10
	Million

Coverages provided under the following endorsements will be included at no additional charge upon request of the lender at the time of policy issuance: 100, 100.2, 103.1A, 103.1A Modified, 111.5, 111.6, 111.7, 111.8, 115.1, 115.2, 116 and 116.2. All other percentage based endorsements shall be priced based on the Residential Owner's Rate.

No other discounts otherwise available in this manual shall be applicable to the charges shown in this subsection.

This subsection shall not apply to construction loans or policies priced under Section 3.20 below.

## 3.5A NON-RESIDENTIAL LOAN RATE

- 1. For insuring a deed of trust, and the new policy coverage is CLTA in form, the policy charges shall be 60% of Insurance Rate Table R Base Rate (Owner's). Standard minimum charge applies.
- 2. For insuring a deed of trust and the new policy coverage is ALTA in form the policy charges shall be 70% of Insurance Rate Table R Base Rate (Owner's). Standard minimum charge applies.

# 3.5B EXTENSIONS OR MODIFICATIONS - INSURANCE BY POLICY OR ENDORSEMENT

See Part VII Endorsements

## 3.5C MULTIPLE EXTENDED LOAN POLICIES

When multiple loans by a lender or lenders to the same owner are recorded concurrently, the charge may be based upon the aggregate amount of the loans, plus \$100 for each policy over one.

Except that the above charges shall not apply when standard coverage loan policies are issued concurrently with an owner's policy, in which case the concurrent loan rates set forth elsewhere in this manual will apply to each policy.

# 3.5D REVAMPING/REPLACEMENT OF INSURED DEED OF TRUST (Non One to Four Family Residential Property)

- Revamping/replacement of insured deed of trust on any property other than a
  one to four family residence. Based on an insured deed of trust, and provided
  the present borrower is an insured owner, the present lender is an insured
  lender under a policy of title insurance, and the property is substantially the
  same. Commercial Short-term rate does not apply.
  - a) Replacement = 60% of Rate Table "R" based on type of property if new coverage is a CLTA Form. Standard minimum charge applies.
  - b) Replacement = 70% of Rate Table "R" based on type of property if new coverage is an ALTA Form. Standard minimum charge applies.
  - c) Replacement = 60% of Rate Table "R" based on type of property if new coverage is an ALTA Form, same borrower and same property within 2 years of being insured. Standard minimum charge applies.
  - d) Replacement = 50% of rate Table "R" based on type of property if new coverage is an ALTA Form, upon request from the consumer or his/her representative and it is same borrower and same property; and has refinanced twice within 4 years of being insured. Standard minimum charge

e) Replacement = 45% of Rate Table "R" based on type of property if new coverage is an ALTA Form, upon request from the consumer or his/her representative and it is same borrower, same property same lender; and replacement is an insured deed of trust. Standard minimum charge applies.

# 3.6 ADDITIONAL ADVANCE OF AN INSURED DEED OF TRUST – Insurance by Policy or Endorsement

See Part VII - Endorsements.

# 3.7 ASSIGNMENT OF INSURED DEEDS OF TRUST – Insurance by Policy or Endorsement

See Part VII - Endorsements

## 3.8 DISASTER LOANS

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster will be:

50% of applicable rate based on type of property. Standard minimum charge applies.

Commercial Short Term Rate does not apply.

## 3.9 BINDER, FUTURE FINANCING

A binder may be issued to insure future financing, upon the payment of the following charges: 1) The applicable concurrent loan rate from Section 3.1, this part, for the contemplated loan amount and type of loan policy to be issued, 2) plus 10% of Rate Table "R" based on the same loan amount for a 12-month loan binder and based on type of property.

Said Loan Binder may be extended for an additional 12 months upon payment of an additional 10% of Rate Table "R" based on the type of property and contemplated loan amount (this charge may be paid at any time prior to expiration of the first 12 months if it appears that the binder will have to be extended).

Such binder shall only be issued at this rate at the same time hat the property to be used as security for the loan is acquired and where issuance of the owner's policy on the acquired property is requested to be withheld until issuance of the Loan Policy.

If, however, the owner wishes a binder covering the owners interest rather than having an owners policy such a binder may be issued concurrently with insuring the loan using the pricing formulas set forth in Section 2.12 of this Part. The issuance of the "Final Policy" to the ultimate purchaser from the owner named in the binder will be issued in accordance with the provisions of said re-sale binder.

No additional charge will be made at the time of issuance of the loan policy except for increased liability, if any, or if the finally requested loan policy affords more extensive title coverage than that contemplated in the binder. In any event, the pricing for said loan policy shall be made on a concurrent issue basis.

Commercial Short Term Rate does not apply to the 10% charges set forth above but may apply to the other charges depending upon whether or not they apply to the Section under which the Loan Policy is priced but, when applicable, will only apply to non-residential property.

## 3.10 ADDITIONAL COVERAGE - CLTA LENDER'S INSURANCE

Upon approval by the **Company**, printed exceptions, 1, 2, 3, 4 or 5 of Part 1, Schedule B of the CLTA Standard Policy will be eliminated from the Lender's Policy at an additional cost of 10% of Rate Table "R" based on type of property for each exception eliminated. (Maximum additional charge is 20% of Rate Table "R" based on type of property for removal of all 5 exceptions).

#### ALTA SHORT FORM RESIDENTIAL LOAN POLICY 3.11

- ALTA Short Form Residential Policy issued without transfer requiring Α. owner's insurance.
  - 80% of Rate Table "R"; Standard minimum charge applies.
- B. Concurrent with owner's insurance where the loan does not exceed the amount of the owner's insurance.
  - See Part II Insurance Rate Table "R" for Lender's Concurrent Rate.
- C. Concurrent with owner's insurance where loan exceeds the owner's insurance – See 3.1B3 for pricing.
- Concurrent with ALTA full value Lenders Policy issued simultaneously D. either with concurrent change of ownership or refinance.
  - \$100 flat rate for policy with liability not to exceed \$100,000. Liability exceeding \$100,000. The applicable charge for increased liability in excess of \$100,000 plus the \$100.00 for additional policy.

Commercial Short Term Rate shall not apply.

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## 3.12 ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY

- A. Long Form: The charge for this policy is \$110.00 with a maximum liability of \$250,000.
- B. Short Form: The charge for this policy is \$110.00 with a maximum liability of \$250,000.

ALTA Endorsement Form JR1 - \$40.00

Supplemental Coverage (Post Policy Update) Insures against loss from deeds or monetary liens which are recorded in the public records subsequent to the effective date of the policy and prior to the effective date of the endorsement unless they are excepted. The Endorsement also provides the recording information for the Insured's deed of trust.

ALTA Endorsement Form JR2 - \$40.00 Revolving Credit/Variable Rate

## 3.13 MASTER HOME EQUITY LOAN POLICY

For home equity loan transactions up to \$250,000 with centralized order tracking and processing through National Lender's Solution or similar unit, pursuant to a written agreement, the rate shall be \$45.00

For home equity loan transactions from \$250,000 up to \$500,000 with centralized order tracking and processing through National Lender's Solution or similar unit, pursuant to a written agreement, the rate shall be \$75.00

## 3.14 UCCPLUS INSURANCE PROTECTION POLICY

This policy provides coverage to lender's insuring that a security interest created pursuant to Article 9 of the Uniform Commercial Code has attached, is perfected and has priority over other competing interests. This policy should only be issued after an appropriate UCC search has been performed and the national UCC-9 Department has reviewed and approved the transactional documents.

Liability Amount			ount	Rate
\$ 0.00 up	to	\$	100,000	\$175.00 Minimum
\$ 100,001	to	\$	200,000	Add \$ 1.70 per \$1,000
\$ 200,001	to	\$	300,000	Add \$ 1.55 per \$1,000
\$ 300,001	to	\$	500,000	Add \$ 1.25 per \$1,000
\$ 500,001	to	\$	1,000,000	Add \$ 1.10 per \$1,000
\$ 1,000,001	to	\$	3,000,000	Add \$ 0.85 per \$1,000
\$ 3,00,001	to	\$	5,000,000	Add \$ 0.75 per \$1,000
\$ 4,000,001	to	\$	10,000,000	Add \$ 0.60 per \$1,000
\$ 10,000,001	to	\$	20,000,000	Add \$ 0.55 per \$1,000
\$ 20,000,001	to	\$	30,000,000	Add \$0.525 per \$1,000
\$ 30,000,001	to	\$	40,000,000	Add \$ 0.50 per \$1,000

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\$ 40,000,001 to \$ 50,000,000	Add \$0.475 per \$1,000
\$ 50,000,001 to \$100,000,000	Add \$ 0.45 per \$1,000
\$100,000,001 to \$300,000,000	Add \$ 0.43 per \$1,000
\$300,000,001 and above	Add \$ 0.40 per \$1,000

NOTE: All rates assume a single site, single debtor/obligor transaction and may include one UCC pre-filing search at the Office of the Secretary of State, as well as pre-search filing copies up to 10 pages. The above rates also include the preparation and filing of one required UCC Financing Statement and such services as the Company may provide in order to track the expiration and termination dates of UCC Financing Statement(s) insured under the UCC Insurance Policy for which the rate is paid. No Commercial short-term rate applies.

## Mixed Collateral Transactions

For any transaction where both real property and personal property secure the same indebtedness and a separate title insurance policy is being issued by the Company for the real property and the personal property, the premium for the policy insuring a security interest in the personal property may be reduced by up to 10% for an amount of insurance of up to \$5 million; by up to 15% for an amount of insurance from \$5,000,001 to \$10,000,000; and by up to 25% for an amount of insurance in excess of \$10,000,000.

## **Portfolio Pricing:**

For transactions involving multiple loans of similar characteristics with regard to either lender, loan type, loan amount, or collateral; for which there is a standardization of loan documents including loan agreement and security agreement; the rate may be calculated on the "aggregated" amount of the loans.

Fees for endorsements to the UCCPlus Policy or Policies may be charged as follows:

A. 1. Mezzanine Endorsement: 10% of the UCCPlus Policy Premium

B. 2. Tie-In Endorsement 10% of the UCCPlus Policy Premium

# 3.15 ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY AND ALTA SHORT FORM EXPANDED COVERAGE RESIDENTIAL LOAN POLICY

100% of Table "R" Residential Owner's Rate plus an additional 10% of Rate Table "R" Residential Owner's Rate. Concurrent rate, plus 10% of Rate Table "R" Residential Owner's Rate may apply when issued with the ALTA Homeowners Policy of Title Insurance for One-to-Four Family Residence. Commercial Short Term Rate does not apply.

## 3.16 CENTRALIZED REFINANCE RATES

## A. CENTRALIZED REFINANCE RATE I

The charge for a loan policy issued in connection with loan transactions which meet the criteria set forth below shall be as follows:

	Centralized Refinance Rate
Amount of Insurance	I
\$1 - \$250,000	\$360
\$250,001 - \$500,000	\$540
\$500,001 - \$750,000	\$660
\$750,001 - \$1,000,000	\$800
\$1,000,001 - \$1,250,000	\$925
\$1,250,001 - \$1,500,000	\$1,000
\$1,500,001 - \$2,000,000	\$1,075
\$2,000,001 - \$3,000,000	\$1,300

The Centralized Refinance Rate I applies only to loan transactions which meet the following criteria:

- 1. The loan is not in excess of \$3,000,000;
- 2. The loan is secured by a mortgage or deed of trust encumbering real property improved with a one-to-four family residential dwelling unit or residential condominium unit:
- 3. The loan proceeds must be used to refinance an existing loan secured by the same property;
- 4. Electronic and paperless order opening and electronic and paperless delivery of the preliminary report or commitment; and
- The new policy coverage is ALTA in form (including an ALTA Loan Policy or ALTA Short Form Residential Loan Policy) with streamlined searching providing for generic exceptions for CC&Rs, easements, mineral rights or survey matters.
- **Note 1:** Not applicable to construction loans or loan policies issued concurrently with owner's policies.
- **Note 2:** Coverages provided under the following endorsements will be included at no additional charge upon request of the lender at the time of policy issuance: 100, 100.2, 103.1, 103.1A, 103.1A Modified, 111.5, 111.6, 111.7, 111.8, 115.1, 115.2, 116 and 116.2. All other percentage based endorsements shall be priced based on the Residential Owner's Rate.

**Note 3:** No agent or underwritten title company may offer this rate unless expressly authorized in writing by the Company's management to do so for each lender.

## B. CENTRALIZED REFINANCE RATE II

The charge for a loan policy issued in connection with loan transactions which meet the criteria set forth below shall be as follows:

Amount of Insurance	Centralized Refinance Rate II
\$1 - \$250,000	\$320
\$250,001 - \$500,000	\$400
\$500,001 - \$750,000	\$460
\$750,001 - \$1,000,000	\$520
\$1,000,001 - \$1,250,000	\$630
\$1,250,001 - \$1,500,000	\$750

The Centralized Refinance Rate II applies only to loan transactions which meet the following criteria:

- The lender must enter into an agreement with either the Company's centralized processing units or with an agent or underwritten title company authorized by the Company in writing to offer this rate which specifies, among other matters, a maximum cancellation rate and the methods of order opening and tracking;
- 2. Electronic and paperless order opening and electronic and paperless delivery of the preliminary report or commitment;
- 3. The loan is not in excess of \$1,500,000.00;
- 4. The loan is secured by a mortgage or deed of trust encumbering real property improved with a one-to-four family residential dwelling unit or residential condominium unit:
- 5. The loan proceeds must be used to refinance an existing loan secured by the same property;
- 6. The loan transaction must be initiated and coordinated through a centralized point of contact with the originating lender;
- 7. Orders must be opened with the Company's centralized processing units or with an agent or underwritten title company authorized by the Company to offer this rate:
- Cancelled orders must not exceed the maximum cancellation rate established by the Company's centralized processing units or by an agent or underwritten title company authorized by the Company to offer this rate; and

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- 9. ALTA Short Form Residential Loan Policy must be issued.
- **Note 1:** Not applicable to construction loans or loan policies issued concurrently with owner's policies.
- **Note 2:** There is no additional charge for any endorsements customarily issued concurrently with a policy priced pursuant to this Section when requested at the time of policy issuance.
- **Note 3:** In order to offer this rate, an agent or underwritten title company, and any office thereof offering this rate, must have a multi-state presence, must process transactions in a centralized electronic environment, and must perform the management functions otherwise required of the Company's centralized processing divisions under the provisions of this Section. In addition, no agent or underwritten title company may offer this rate unless expressly authorized in writing by the Company's agency management to do so for each lender.

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## **PART IV**

# MAJOR PROJECTS/ PLANNED PROJECTS

## TITLE AND ESCROW SERVICES

This part contains pricing Owner's/Lessee's interests and loan and binders thereon.

Includes pricing for title services for all qualifying property.

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## PART IV Major Projects

## 4.0 REO POOL PORTFOLIOS

This part may be used for pricing policies, binder and/or guarantees used in connection with REO portfolio property sales where the Company is handling a transaction involving a group of properties, whether or not contiguous or in the same county. Properties must have one common ownership by reason of foreclosure or deeds in lieu of foreclosure, and the owner of the properties is selling all of the properties to a single purchaser.

Qualifying REO Pool Portfolios with a total liability of \$2,000,000.00 or more will be charged at the price per thousand as designated below. The charge will be based upon the combined aggregate premium plus a minimum of \$250 per each parcel of property described in each policy.

If the aggregate in the project will be:	CLTA - Rates Per \$1,000	ALTA - Rates Per \$1,000
\$10,000,000 or less	\$ 0.90	\$ 1.05
In excess of \$10,000,000 up to \$25,000,000	\$ 0.85	\$ 1.00
In excess of \$25,000,000 up to \$50,000,000	\$ 0.80	\$ 0.95
In excess of \$50,000,000 up to \$100,000,000	\$ 0.75	\$ 0.90
In escess of \$100,000,000 up to \$500,000,000	\$ 0.65	\$ 0.85
In excess of \$500,000,000	\$ 0.60	\$ 0.80

The minimum charge for policies and/or binders issued under this section shall be the minimum premium set forth under the Residential Owner's Rate in Insurance Rate Table "R".

## 4.1 PLANNED PROJECTS

This Part 4.1 shll be used for pricing policies, binders and/or guarantees insuring owners, lessees and/or lenders at the same time or different times within the project, issued with respect to vacant land, agricultural, commercial, industrial or apartment developments where the aggregate amount of insurance is at least \$2,000,000. In computing liabilities, transactions insured by another title insurer may be included in determining the aggregate amount of insurance.

The rating structure, hereinafter set forth, shall apply to any qualifying projects.

It is the intent of this section to permit aggregating the total liabilities of all policies issued, or to be issued, to or on behalf of any customer whose project qualifies for pricing hereunder.

This Part 4.1 may also be used for pricing policies, binders and/or guarantees issued in connection with the acquisition, sale, leasing and/or financing of property by any governmental entity or agency, notwithstanding the type of property or the amount of insurance.

The Company reserves the right to limit the time period in which the following pricing shall be effective for any such project. The Company must establish said time period prior to issuance of the first policy hereunder.

The minimum charge for policies and/or binders issued under Sections A, C, D, F 1 and 2 shall be \$750 unless otherwise noted.

**NOTE:** The ALTA Form Leasehold Owner's policy and ALTA Form Leasehold Lender's Policy have been withdrawn and replaced with ALTA Form 13-06 (Owner's) and 13.1-06 (Lender's) Endorsements.

# A. Owner's and/or Lessee's Policy (Original amount or increased liability).

Aggregated Liability	Rate/\$1000.00		
	CLTA	ALTA	
Up to \$10,000,000	0.90	1.05	
\$10,000,001 to \$25,000,000	0.85	1.00	
\$25,000,001 to \$50,000,000	0.80	0.95	
\$50,000,001 to \$100,000,000	0.75	0.90	
\$100,000,001 to \$500,000,000	0.65	0.85	
Over \$500,000,001	0.60	0.80	

# B. Concurrent loan policy as hereunder specified plus \$50.00 for each policy

It is permissible to use this section if a loan policy is required in connection with the property acquisition policy, regardless of which section of this pricing manual said policy was priced. Provided: The property, upon acquisition, meets the requirements of this section as stated above.

## **CLTA LENDERS POLICY ISSUED CONCURRENTLY**

- 1 With CLTA or ALTA Owner's or Lessee's Policy
  - a. For all lenders policy liability up to the amount of the owner's or lessee's policy.

No additional charge.

b. For all lenders policy liability in excess of the amount of the owner's or lessee's policy

Aggregated Liability	Rate/\$1000.00
Up to \$10,000,000	0.70
\$10,000,001 to \$50,000,000	0.65
\$50,000,001 to \$100,000,000	0.60
Over \$100,000,001	0.55

- 2 ALTA Lender's Policy issued concurrently with CLTA owner's or lessee's policy.
  - a. For all lenders policy liability up to the amount of the owner's or lessee's policy

Aggregated Liability	Rate/\$1000.00 ALTA Surcharge
All liability	\$0.20
Commercial Short Term rate	
does not apply	

b. For all lenders policy liability in excess of the amount of the owner's or lessee's policy.

Aggregate Liability	<u>RATE/\$1000</u> ALTA	
Up to \$10,000,000	0.90	
\$10,000,001 to \$50,000,000	0.85	
\$50,000,001 to \$100,000,000	0.80	
Over \$100,000,001	0.75	

- 3 ALTA Lender's Policy issued concurrently with ALTA owner's or lessee's policy.
  - a. For all lenders policy liability up to the amount of the owner's or lessee's policy.

No additional charge.

b. For all lenders policy liability in excess of the amount of the owner's or lessee's policy.

Aggregate Liability	<u>RATE/\$1000</u> ALTA
Up to \$ 10,000,000	0.90
\$10,000,001 to \$	
50,000,000	0.85
\$50,000,001 to	
\$100,000,000	0.80
Over \$100,000,001	0.75

## C. Non-Concurrent Loan Policies

Aggregate Liability	Rate/\$1,000	
	CLTA	ALTA
Up to \$ 10,000,000	0.75	0.90
\$10,000,001 to \$ 50,000,000	0.70	0.85
\$50,000,001 to \$100,000,000	0.65	0.80
Over \$100,000,001	0.60	0.75

D. Final loan policy after construction or interim loan policy to the amount of the loan replaced: (Initial loans are priced under Subsection B or C above)

Prior	Final Policy	Rate
CLTA	CLTA per \$1,000	\$0.20 - Maximum \$300.00
CLTA	ALTA per \$1,000	\$0.40 - Maximum \$500.00
ALTA	ALTA per \$1,000	\$0.35 - Maximum \$500.00

For increased liability above prior policy, apply charges in B.1, B.2, B.3 or C, whichever was appropriate for prior policy pricing.

A lender's binder or ALTA loan commitment is charged for separately. E. determined by liability; to the charges set forth in B or C above for the type of loan policy required shall be added.

Aggregate Liability	Binder Charge per \$1,000
Up to \$10,000,000	0.10
Over \$10,000,001	0.05

#### F. Reissue of Owner's/Lessee's Policy.

1. Owner's or Lessee's Policy updated, by reissue in same form to an insured owner/lessee, where no transaction is involved, in the amount of the outstanding policy:

For increased liability above prior policy, apply appropriate charge in "A" above.

2. Owner's or Lessee's Policy updated, by reissue in same form to an insured owner/lessee, to include a loan, in the amount of the outstanding policy.

Aggregate Liability				
Up to \$10,000,000 Up to \$10,000,00				
	\$0.20			
CLTA	\$0.25 per \$1,000	(Maximum \$3,500)		
		\$0.30		
ALTA	\$0.35 per \$1,000	(Maximum \$4,500)		

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For increased liability above prior policy, apply appropriate charge in "A" above. Concurrent loan charges are computed as in "B" above.

3. Owner's or Lessee's CLTA policy coverage updated and simultaneously converted to ALTA Coverage, to the charges set forth in 1 or 2 above, as appropriate for CLTA coverage, there shall be added the following charges based on the full amount of the new policy.

Aggregate Liability	Convert to ALTA
Up to \$10,000,000	Over \$10,000,001
\$0.35 per \$1,000	\$0.25 per \$1,000

## G. Endorsements

The charge for each endorsement attached to a policy issued under the provisions of this Section shall be at the percentage shown in the Endorsement Section (Part VI, hereof), multiplied by the amount stated below for each thousand dollars of liability.

Up to \$10 Million aggregate \$0.85/\$1,000.00 Over \$10 Million aggregate \$0.70/\$1,000.00

- H. If any of the property, included in the subject planned project is tideland or submerged land, consider the possible effect of Section 1.19, Part I, hereof.
- I. Modification or Revamping/Replacement of Insured Deed of Trust

Based on unpaid balance of an insured deed of trust, plus increased liability for insurance in excess of that amount, and provided the present borrower is an insured owner, the present lender is an insured lender, and the property is substantially the same.

1 If both prior and new coverage are CLTA Form:

Aggregate Liability	Rate/\$1,000
Up to \$10,000,000	\$0.35
\$10,000,000 to	\$0.30
\$50,000,000	
Over \$50,000,000	\$0.25

2 If prior coverage was CLTA and new coverage is ALTA:

Aggregate Liability	Rate/\$1,000
Up to \$10,000,000	\$0.55
\$10,000,000 to \$50,000,000	\$0.50
Over \$50,000,000	\$0.45

3 If both prior and new coverage are ALTA:

Aggregate Liability	Rate/\$1,000
Up to \$10,000,000	\$0.45
\$10,000,000 to \$50,000,000	\$0.40
Over \$50,000,000	\$0.35

# J. Trustee Sale Guarantee (Based on total unpaid balances of default loans)

Aggregate Balances	Rate/\$1,000
Up to \$ 10,000,000	\$0.90
\$ 10,000,001 to \$ 25,000,000	\$0.85
\$ 25,000,001 to \$ 50,000,000	\$0.80
\$ 50,000,001 to \$100,000,000	\$0.75
\$100,000,001 to \$500,000,000	\$0.65
Over \$500,000,001	\$0.60

## Part V

## **Subdivision Title Rates**

## **General Rules**

- 1. Section 5.1-5.23 will be used for pricing transactions involving the acquisition and development of subdivision projects, which involve the issuance of two or more owners, lessees and/or lenders policies of title insurance and/or binders, issued either together or at different times on fee or lesser interests. For purposes here, multiple subdivisions of the same basic scheme and design by a single customer may be used in computing the charge.
- 2. Sections 5.24-5.27 will be used for pricing the first time sale out transactions of improved one-to-four family residential properties.
- 3. The liability under each policy issued under Sections 5.1-5.23 shall be included in calculating the required minimum aggregate liability.
- 4. CLTA as used in this Part shall mean standard coverage form policies. ALTA as used in this Part shall refer to extended coverage form policies.
- 5. Requests for a service or coverage not specifically provided for herein shall be submitted to Management for a determination of affording such service or coverage and the charges therefore.
- 6. In computing liabilities to arrive at the various rate steps provided for herein, it is permissible to include transaction insured by another title company.
- 7. Commercial Short Term Rate (including 1-4 family residential properties) shall apply where indicated..
- 8. The minimum charged for policies and/or binders issued under Section 5.1-5.24 shall be \$750, unless otherwise noted.
- 9. Notwithstanding the fees set forth herein, special pricing consideration may be given to transactions involving policies aggregating \$5,000,000 or more based upon various factors including geographic location, expenses, reinsurance requirements and other reasonable considerations.

# STATEWIDE INSURANCE TABLE "S" FOR SUBDIVISION TITLE SERVICES

Amount of Insurance	Rate	Amount of Insurance	Rate	Amount of Insurance	Rate
Up to and					
including					
\$15,000	\$173.50	\$44,000	\$260.50	\$73,000	\$347.50
16,000	176.50	45,000	263.50	74,000	350.50
17,000	179.50	46,000	266.50	75,000	353.50
18,000	182.50	47,000	269.50	76,000	356.50
19,000	185.50	48,000	272.50	77,000	359.50
20,000	188.50	49,000	275.50	78,000	362.50
21,000	191.50	50,000	278.50	79,000	365.50
22,000	194.50	51,000	281.50	80,000	368.50
23,000	197.50	52,000	284.50	81,000	371.50
24,000	200.50	53,000	287.50	82,000	374.50
25,000	203.50	54,000	290.50	83,000	377.50
26,000	206.50	55,000	293.50	84,000	380.50
27,000	209.50	56,000	296.50	85,000	383.50
28,000	212.50	57,000	299.50	86,000	386.50
29,000	215.50	58,000	302.50	87,000	389.50
30,000	218.50	59,000	305.50	88,000	392.50
31,000	221.50	60,000	308.50	89,000	395.50
32,000	224.50	61,000	311.50	90,000	398.50
33,000	227.50	62,000	314.50	91,000	401.50
34,000	230.50	63,000	317.50	92,000	404.50
35,000	233.50	64,000	320.50	93,000	407.50
36,000	236.50	65,000	323.50	94,000	410.50
37,000	239.50	66,000	326.50	95,000	413.50
38,000	242.50	67,000	329.50	96,000	416.50
39,000	245.50	68,000	332.50	97,000	419.50
40,000	248.50	69,000	335.50	98,000	422.50
41,000	251.50	70,000	338.50	99,000	425.50
42,000	254.50	71,000	341.50	100,000	428.50
43,000	257.50	72,000	344.50		

	Per Thousand
In excess of \$100,000 and up to \$300,000, add	\$2.50
In excess of \$300,000 and up to \$1,000,000, add	\$2.00
In excess of \$1,000,000 and up to \$5,000,000, add	\$1.75
In excess of \$5,000,000 and up to \$10,000,000, add	\$1.50
In excess of \$10,000,000 and up to \$50,000,000, add	\$1.20
Over \$50,000,000, add	\$1.00

# STATEWIDE INSURANCE TABLE "S-1" FOR SUBDIVISON TITLE SERVICES

Amount of	Owner's	Concurrent	Amount of	Owner's	Concurrent
Insurance	Rate	Loan Rate	Insurance	Rate	Loan Rate
Up to and including					
\$300,000	\$510.00	\$210.00	\$450,001-455,000	\$665.00	\$272.00
\$300,001-305,000	\$515.00	\$212.00	\$455,001-460,000	\$670.00	\$274.00
\$305,001-310,000	\$520.00	\$214.00	\$460,001-465,000	\$675.00	\$276.00
\$310,001-315,000	\$525.00	\$216.00	\$465,001-470,000	\$680.00	\$278.00
\$315,001-320,000	\$530.00	\$218.00	\$470,001-475,000	\$685.00	\$280.00
\$320,001-325,000	\$535.00	\$220.00	\$475,001-480,000	\$690.00	\$282.00
\$325,001-330,000	\$540.00	\$222.00	\$480,001-485,000	\$695.00	\$284.00
\$330,001-335,000	\$545.00	\$224.00	\$485,001-490,000	\$700.00	\$286.00
\$335,001-340,000	\$550.00	\$226.00	\$490,001-495,000	\$705.00	\$288.00
\$340,001-345,000	\$555.00	\$228.00	\$495,001-500,000	\$710.00	\$290.00
\$345,001-350,000	\$560.00	\$230.00	\$500,001-505,000	\$715.00	\$292.00
\$350,001-355,000	\$565.00	\$232.00	\$505,001-510,000	\$720.00	\$294.00
\$355,001-360,000	\$570.00	\$234.00	\$510,001-515,000	\$725.00	\$296.00
\$360,001-365,000	\$575.00	\$236.00	\$515,001-520,000	\$730.00	\$298.00
\$365,001-370,000	\$580.00	\$238.00	\$520,001-525,000	\$735.00	\$300.00
\$370,001-375,000	\$585.00	\$240.00	\$525,001-530,000	\$740.00	\$302.00
\$375,001-380,000	\$590.00	\$242.00	\$530,001-535,000	\$745.00	\$304.00
\$380,001-385,000	\$595.00	\$244.00	\$535,001-540,000	\$750.00	\$306.00
\$385,001-390,000	\$600.00	\$246.00	\$540,001-545,000	\$755.00	\$308.00
\$390,001-395,000	\$605.00	\$248.00	\$545,001-550,000	\$760.00	\$310.00
\$395,001-400,000	\$610.00	\$250.00	\$550,001-555,000	\$765.00	\$312.00
\$400,001-405,000	\$615.00	\$252.00	\$555,001-560,000	\$770.00	\$314.00
\$405,001-410,000	\$620.00	\$254.00	\$560,001-565,000	\$775.00	\$316.00
\$410,001-415,000	\$625.00	\$256.00	\$565,001-570,000	\$780.00	\$318.00
\$415,001-420,000	\$630.00	\$258.00	\$570,001-575,000	\$785.00	\$320.00
\$420,001-425,000	\$635.00	\$260.00	\$575,001-580,000	\$790.00	\$322.00
\$425,001-430,000	\$640.00	\$262.00	\$580,001-585,000	\$795.00	\$324.00
\$430,001-435,000	\$645.00	\$264.00	\$585,001-590,000	\$800.00	\$326.00
\$435,001-440,000	\$650.00	\$266.00	\$590,001-595,000	\$805.00	\$328.00
\$440,001-445,000	\$655.00	\$268.00	\$595,001-600,000	\$810.00	\$330.00
\$445,001-450,000	\$660.00	\$270.00			

For Each Additional \$5,000 or	Owner's Rate		Concurrent Loan Rate	
fraction thereof above				
\$600,000				
Up to and including \$700,000	Add \$4.25 per \$5,000	\$895.00	Add \$2.00 per \$5,000	\$370.00
Up to and including \$800,000	Add \$4.00 per \$5,000	\$975.00	Add \$2.00 per \$5,000	\$410.00
Up to and including \$900,000	Add \$4.00 per \$5,000	\$1,055.00	Add \$2.00 per \$5,000	\$450.00
Up to and including \$1,000,000	Add \$4.00 per \$5,000	\$1,135.00	Add \$1.50 per \$5,000	\$480.00
Up to and including \$2,000,000	Add \$3.00 per \$5,000	\$1,735.00	Add \$ .75 per \$5,000	\$630.00
Over \$2,000,000	Add \$1.25 per \$5,000		Add \$ .25 per \$5,000	

# 5.1 SUBDIVISION ACQUISITION AND DEVELOPMENT - OWNER'S/LESSEE'S POLICY- ORIGINAL ISSUE OR INCREASED LIABILITY

	Rates per \$1,000		
If in aggregate the project will be:	CLTA	ALTA	
\$2,000,000 or less	\$ 1.00	\$ 1.15	
In excess of \$2,000,000, up to \$5,000,000	\$ 0.95	\$ 1.10	
In excess of \$5,000,000 up to \$10,000,000	\$ 0.85	\$ 1.05	
In excess of \$10,000,000 up to \$25,000,000	\$ 0.80	\$ 1.00	
In excess of \$25,000,000 up to \$50,000,000	\$ 0.75	\$ 0.95	
In excess of \$50,000,000 up to	\$ 0.70	\$ 0.90	
\$100,000,000			
In excess of \$100,000,000 up to	\$ 0.65	\$ 0.85	
\$500,000,000			
In excess of \$500,000,000	\$ 0.60	\$ 0.80	

# 5.2 SUBDIVISION ACQUISITION AND DEVELOPMENT - OWNER'S/LESSEE'S POLICY - UPDATE OR REISSUE

A. Reissue or update in same form, no record transaction since issuance of original policy:

CLTA \$0.25/\$1,000, Minimum \$500.00, Maximum \$1,000.00 ALTA \$0.35/\$1,000, Minimum \$1,000.00, Maximum \$2,000.00

B. Reissue or update to include a loan:

<u>Up to \$10,000,000</u>	Over \$10,000,000
CLTA \$0.25/\$1,000	\$0.20
ALTA \$0.35/\$1,000	\$0.30

C. <u>To reissue existing CLTA coverage as ALTA coverage</u> add to the above charges the following rates on the full amount of the reissue: \$0.20/\$1,000.

## NOTE:

Liabilities in excess of the prior policy shall be priced on an increased liability basis.

# 5.3 SUBDIVISION ACQUISITION AND DEVELOPMENT - OWNER'S/LESSEE'S BINDER

<u>In addition to</u> the charges set forth in Part 4, Sections 5.1 and 5.2, add \$0.10 per \$1,000 of binder liability.

# 5.4 SUBDIVISION ACQUISITION AND DEVELOPMENT - OWNER'S/LESSEE'S ENDORSEMENTS

The fee for each endorsement attached to a policy issued under the provisions of this section is obtained by multiplying the percentage listed in Part VII by the applicable fee charged for that policy. The charge for endorsements with a flat charge shall be as set forth in Part VII. The maximum charge for each endorsement shall be that set forth in Part VII, if any.

# 5.5 SUBDIVISION ACQUISITION AND DEVELOPMENT - LOAN RATE- NO CONCURRENT OWNER'S/LESSEE'S POLICY

	Rates per \$1,000	
If in the aggregate the project will be:	CLTA ALTA	
\$2,000,000 or less	\$ 0.81	\$ 0.98
In excess of \$2,000,000, up to \$5,000,000	\$ 0.77	\$ 0.95
In excess of \$5,000,000 up to \$10,000,000	\$ 0.74	\$ 0.92
In excess of \$10,000,000 up to \$25,000,000	\$ 0.71	\$ 0.90
In excess of \$25,000,000 up to \$50,000,000	\$ 0.68	\$ 0.88
In excess of \$50,000,000 up to \$100,000,000	\$ 0.65	\$ 0.85
In excess of \$100,000,000 up to \$500,000,000	\$ 0.61	\$ 0.80
In excess of \$500,000,000	.\$ 0.58	\$ 0.75

## NOTES:

- A. If the transaction qualifies as a "National Account" under Section 5.13 then that is the rate to be applied.
- B. 30% of above rate if Loan Policy is issued concurrently with Owner's/Lessee's Policy.

## 5.6 SUBDIVISION ACQUISITION AND DEVELOPMENT - LOAN RATE-CONCURRENT OWNER'S/LESSEE'S POLICY- LOAN DOES NOT EXCEED AMOUNT OF OWNERS INSURANCE

- A. Issued concurrently with CLTA form coverage:
  - 1. CLTA \$250 Extra Policy Charge
  - 2. ALTA
    - a) Aggregate Liability up to \$10,000,000 \$0.20/\$1,000, plus \$300.00 extra policy charge; minimum \$360.00 (minimum includes extra policy charge).
    - b) Aggregate liability in excess of \$10,000,000 \$0.15/\$1,000 plus \$300 extra policy charge; minimum \$2000.00 (minimum includes extra policy charge).

B. Issued concurrently with ALTA for coverage \$300 Policy charge Commercial Short Term Rate is not applicable

# 5.7 SUBDIVISION ACQUISITION AND DEVELOPMENT - LOAN RATE - CONCURRENT OWNER'S/LESSEE'S POLICY- LOAN EXCEEDS AMOUNT OF OWNERS INSURANCE

A.Issued concurrently with CLTA Standard Owners/Lessee's Coverage:

	Rates per \$1,000	
If in the aggregate the project will be:	CLTA	ALTA
\$2,000,000 or less	\$0.85	\$1.05
In excess of \$2,000,000, up to \$5,000,000	\$0.80	\$1.00
In excess of \$5,000,000 up to \$10,000,000	\$0.76	\$0.95
In excess of \$10,000,000 up to \$25,000,000	\$0.72	\$0.90
In excess of \$25,000,000 up to \$50,000,000	\$0.68	\$0.88
In excess of \$50,000,000 up to \$100,000,000	\$0.64	\$0.85
In excess of \$100,000,000 up to \$500,000,000	\$0.60	\$0.80
In excess of \$500,000,000	\$ 0.52	\$0.75

B. Issued concurrently with ALTA Extended Owners Coverage:

	per \$1,000
If in the aggregate the project will be	ALTA
\$2,000,000 or less	\$0.98
In excess of \$2,000,000, up to \$5,000,000	\$0.95
In excess of \$5,000,000 up to \$10,000,000	\$0.92
In excess of \$10,000,000 up to \$25,000,000	\$0.90
In excess of \$25,000,000 up to \$50,000,000	\$0.88
In excess of \$50,000,000 up to \$100,000,000	\$0.86
In excess of \$100,000,000 up to \$500,000,000	\$0.84
In excess of \$500,000,000	\$0.82

## NOTES:

- 1. Concurrent amount of lenders and owners coverage is priced under Section 5.6. The excess lenders coverage is priced under Section 5.7.
- 2. Add \$300.00 Policy charge to the rates set forth in Section 5.7 for each concurrent loan policy issued.
- 3. Commercial Short Term Rate may apply to loan policies issued subsequent to the first owners or first concurrent owners and lenders policies in the project. Commercial Short Term Rate is not applicable to the first loan policy issued in the project if it is issued concurrent with the first owner's policy in the project.

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4. If the transaction qualifies as a "National Account" under Section 5.13 then the only applicable rate is the Short Term Rate.

# 5.8 SUBDIVISION ACQUISITION AND DEVELOPMENT - LOAN RATE - REISSUE OF LENDER'S COVERAGE

Reissue of the initial policy covering a construction loan after completion, or reissues of an interim loan with a take out loan commitment or the issuance of a final loan, based upon the amount and type of initial insurance.

A. Liability under reissued policy does not exceed liability under original policy:

Original	Re-	Per	Minimum	Maximum
	Issue	\$1000		
CLTA	CLTA	\$0.20	\$500.00	\$1,000.00
CLTA	ALTA	\$0.40	\$500.00	\$1,000.00
ALTA	ALTA	\$0.35	\$500.00	\$1,000.00

B. Issued in excess of original lender's coverage:

Priced as in Section 507 as appropriate; Commercial Short Term Rate may apply.

# 5.9 SUBDIVISION ACQUISITION AND DEVELOPMENT - EXTENSION, MODIFICATION AND ADDITIONAL ADVANCES-INSURED DEED OF TRUST

## A. Extensions or Modifications

\$0.25/\$1,000 if the original and new coverages are both CLTA forms. Minimum \$750.00.

\$0.35/\$1,000 if the original and new coverage are both ALTA forms. Minimum \$750.00.

\$0.30/\$1,000 if Extension or Modification is within 6 months of the issuance of a Company issued Trustee's Sale Guarantee if payment for the Trustee's Sale Guarantee has been received.

## NOTES:

- 1 Coverage may be given by either a new policy or an endorsement. See Part VII – Endorsements.
- 2 Liability is based on the unpaid balance of the existing encumbrance.

## B. Additional Advances

Price as in Section 5.5.

## NOTES:

- 1. Liability is based on the amount of the additional advance only.
- 2. Commercial Short Term Rate may apply.
- 3. Coverage may be either by a new policy or an endorsement. See Part VII Endorsemens.

# 5.10 SUBDIVISION ACQUISITION AND DEVELOPMENT - ASSIGNMENTS OF INSURED DEED OF TRUST

- A. Insurance by policy or by CLTA Endorsement 104-06, 104A, 104.8-06 or 104.13-06 aka ALTA 10.1-06.
  - 1 \$0.30/\$1,000 if the original and the new coverages are both CLTA forms. Minimum \$360.00; maximum \$1500.00.
  - 2 \$0.40/\$1,000 if the original and the new coverages are both ALTA forms. Minimum \$450.00; maximum: \$2000.00.
  - 3 \$0.40/\$1,000 if the original coverage is a CLTA form and the new coverage is an ALTA form. Minimum \$450.00, no maximum.
- B. Insurance by CLTA Endorsement 104.1-06, 104.4, 104.4-06, 104.10-06, 104.11-06, or 104.12-06 aka ALTA 10-06 \$0.15/\$1,000, Minimum \$150.00; maximum \$1.500.00.
- C. If a single beneficiary or assignor presents five (5) or more assignments (to the same assignee) for coverage hereunder, the charges as to each such assignment shall be in accordance with prices agreed to between the Company and the customer, and approved by the customer in writing in advance.

## NOTE:

Liability for assignments of the beneficial interest under an insured deed of trust or mortgage is based upon the unpaid balance of the encumbrance or upon the collateral amount if the assignment is for collateral purposes only.

## 5.11 SUBDIVISION ACQUISITION AND DEVELOPMENT - LOAN BINDER

In addition to the charges set forth in Sections 5.5, 5.6, 5.7 and 5.8, aggregate up to \$10,000,000 = \$0.10 per \$1,000 of binder liability. Aggregate over \$10,000,000 = \$0.05 per \$1,000 of binder liability.

**NOTE:** If the transaction qualifies as a National Accounts under Section 5.13 then that is the rate to be applied.

# 5.12 SUBDIVISION ACQUISITION AND DEVELOPMENT LOAN RATE - ENDORSEMENTS

The fee for each endorsement attached to a policy issued under the provisions of Sections 5.5, 5.6, 5.7 and 5.8 is obtained by multiplying the percentage listed in Part VII by the applicable fee charged for that policy. The charge for endorsements with a flat charge shall be set forth in Part VII.

The maximum charge for each endorsement shall be that set forth in Part VII, if any.

**NOTE:** If the transaction qualifies as a "National Account" under, Section 5.13 then that is the rate to be applied.

## 5.13 SUBDIVISION ACQUISITION AND DEVELOPMENT - NATIONAL ACCOUNTS

This Section may be used for pricing major Land, Subdivision, Commercial, Industrial or Apartment transactions aggregating at least \$5,000,000 which may be processed, coordinated and underwritten by a National Business Group or similar division. The transactions to which this Section applies may be multi-site, multi-county and/or multi-state transactions. In aggregating liabilities for the purpose of achieving the rate steps provided for herein, the Company shall take into account the totality of the transaction.

# 5.14 SUBDIVISION ACQUISITION AND DEVELOPMENT - OWNER'S/LESSEE POLICY- ORIGINAL ISSUE OR INCREASED LIABILITY

Use Commercial short term rate under Section 5.1.

# 5.15 SUBDIVISION ACQUISITION AND DEVELOPMENT - OWNER'S/LESSEE POLICY- UPDATE OR REISSUE

Use Commercial short term rate under Section 5.2.

# 5.16 SUBDIVISION ACQUISITION AND DEVELOPMENT - OWNER'S/LESSEE-BINDER

Use the rate as set forth under Section 5.3.

## 5.17 SUBDIVISION ACQUISITION AND DEVELOPMENT - OWNER'S/LESSEE-ENDORSEMENTS

Use the rate as set forth under Section 5.4.

## 5.18 SUBDIVISION ACQUISITION AND DEVELOPMENT - LOAN RATE- NO CONCURRENT OWNER'S/LESSEES POLICY

Use the Commercial short term rate as set forth under Section 5.5.

## 5.19 SUBDIVISION ACQUISITION AND DEVELOPMENT - LOAN RATE-CONCURRENT OWNER'S/LESSEE'S POLICY

Loan rate does not exceed amount of owner's insurance.

Use the rate as set forth under Section 5.6.

# 5.20 SUBDIVISION ACQUISITION AND DEVELOPMENT - LOAN RATE - CONCURRENT OWNER'S/LESSEE POLICY

Loan exceeds amount of owner's insurance.

Use the Commercial short term rate under Section 5.7.

# 5.21 SUBDIVISION ACQUISITION AND DEVELOPMENT - LOAN RATE - REISSUE OF LENDER'S COVERAGE

Use the rate as set forth under Section 5.8.

## 5.22 SUBDIVISION ACQUISITION AND DEVELOPMENT - LOAN BINDER

Use the rate as set forth under Section 5.11.

# 5.23 SUBDIVISION ACQUISITION AND DEVELOPMENT - LOAN RATE - ENDORSEMENTS

Use the rate as set forth under Section 5.12.

## 5.24 SALE OUT POLICIES – CLTA OWNER'S

No. of Units	Rate per Unit	
2-40	65% of Insurance Table S	Minimum \$300
41-100	60% of Insurance Table S	Minimum \$300
101-500	55% of Insurance Table S	Minimum \$300
501-1000	50% of Insurance Table S	Minimum \$300
1001 or more	45% of Insurance Table S	Minimum \$300

## NOTES:

A. The percentage rates set forth above are for the CLTA Standard coverage Owner's or ALTA Residential Title Insurance policies only.

For ALTA or ALTA Homeowners policy coverage, an additional 10% of rate Table "S" shall be added to the rates set forth above.

- B. Policy liabilities are based upon the actual or contemplated full value of each separate lot or unit under a lease.
- C. Bulk sales of multiple improved or unimproved lots should be priced under Part V, Section 5.1.
- D. Construction loan coverage priced under Part V, Section 5.1.
- E. Policies insuring the take-out financing for Buyers in initial sale-out transactions will be priced in accordance with Table "R" Lender's Concurrent Rate.

## 5.25 SPECIAL LAND DEVELOPMENT SERVICES

The Company provides services to subdividers, developers and builders during the development process, including but not limited to, mapping coordination and DRE processing. These services are provided as part of the title and escrow services for all of the lots or units in the development and the pricing provided in this Part. If the customer decides not to obtain title and escrow services from the Company on all of the lots or units, the Company reserves the right to invoice the customer for these services, based upon prevailing market rates.

## 5.26 SALE OUT POLICIES – ALTA AND CLTA OWNER'S

This Section may be used for pricing major Land, Subdivision, Commercial, Industrial or Apartment transactions aggregating at least \$5,000,000 which may be processed, coordinated and underwritten by a National Business Group or similar division. The transactions to which this Section applies may be multi-site, multi-county and/or multi-state transactions. In aggregating liabilities for the purpose of achieving the rate steps provided for herein, the Company shall take into account the totality of the transaction.

See Rate Table S-1

## 5.27 SALE OUT POLICIES - CONCURRENT LOAN

This Section may be used for pricing major Land, Subdivision, Commercial, Industrial or Apartment transactions aggregating at least \$5,000,000 which may be processed, coordinated and underwritten by a National Business Group or similar division. The transactions to which this Section applies may be multi-site, multi-county and/or multi-state transactions. In aggregating liabilities for the purpose of achieving the rate steps provided for herein, the Company shall take into account the totality of the transaction.

See Rate Table S-1

When referring to the attached Rate Table S-1, the lenders rate shall coincide with the Owners Policy Sales Price regardless of the loan amount so long as the loan amount does not exceed the sales price.

## **NOTES:**

- A. Each additional concurrent loan policy over one shall be priced at the rate set forth above plus \$100, not including additional liability over and above the owner's liability.
- B. If the aggregate liability of the loan policy(ies) exceeds the liability of the owner's policy, the charge for the owner's policy shall be based upon the aggregate amount of the loans.

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# PART VI GUARANTEES AND

This Part contains pricing for guarantee

**MISCELLANEOUS PLANT SERVICES** 

AND

Miscellaneous Plant services.

## PART VI GUARANTEES TRUSTEES SALE GUARANTEE RATE TABLE "G"

AMOUNT OF INSURANCE	BASE RATE	AMOUNT OF INSURANCE	BASE RATE	AMOUNT OF INSURANCE	BASE RATE
30,000	396.00	54,000	430.10	78,000	536.20
31,000	396.00	55,000	434.50	79,000	540.60
32,000	396.00	56,000	438.90	80,000	545.00
33,000	396.00	57,000	443.80	81,000	549.40
34,000	396.00	58,000	448.20	82,000	553.80
35,000	396.00	59,000	452.60	83,000	558.20
36,000	396.00	60,000	457.00	84,000	562.60
37,000	396.00	61,000	461.40	85,000	567.00
38,000	396.00	62,000	465.90	86,000	571.40
39,000	396.00	63,000	470.20	87,000	575.80
40,000	396.00	64,000	474.60	88,000	580.20
41,000	396.00	65,000	479.00	89,000	574.60
42,000	396.00	66,000	483.40	90,000	589.00
43,000	396.00	67,000	487.80	91,000	592.30
44,000	396.00	68,000	492.20	92,000	595.60
45,000	396.00	69,000	496.60	93,000	598.90
46,000	396.00	70,000	501.00	94,000	602.20
47,000	399.30	71,000	505.40	95,000	605.50
48,000	403.70	72,000	509.80	96,000	608.80
49,000	408.10	73,000	514.20	97,000	612.10
50,000	412.50	74,000	518.60	98,000	615.40
51,000	416.90	75,000	523.00	99,000	618.70
52,000	421.30	76,000	527.40	100,000	622.00
53,000	425.70	77,000	531.80		

#### FOR EACH ADDITIONAL \$1000 OF LIABILITY

Amount of Liability				Rate
\$ 100,000	to	\$	300,000	Add \$2.75 per \$1,000
\$ 300,000	to	\$	500,000	Add \$2.20 per \$1,000
\$ 500,000	to	\$	1,000,000	Add \$2.10 per \$1,000
\$ 1,000,000	to	\$	3,000,000	Add \$1.70 per \$1,000
\$ 3,000,000	to	\$	5,000,000	Add \$1.49 per \$1,000
\$ 5,000,000	to	\$	10,000,000	Add \$1.38 per \$1,000
\$ 10,000,000	to	\$	25,000,000	Add \$1.10 per \$1,000
\$ 25,000,000	to	\$	50,000,000	Add \$1.10 per \$1,000
\$ 50,000,000	to	\$1	00,000,000	Add \$1.10 per \$1,000
\$ 100,000,000	to	\$50	00,000,000	Add \$1.10 per \$1,000
\$500,000	0,000	an (	d up	Add \$1.10 per \$1,000

#### **PART VI**

#### **GUARANTEES**

#### GENERAL PRICING PROVISIONS FOR SECTIONS 6.1 THROUGH 6.18, THIS PART

The charges in this Part are applicable to Guarantees with stipulated liabilities covering a particular estate, interest or service. Where multiple guarantees are issued, refer to Section 1.14, Part I. The Commercial Short Term Rate is **not** applicable to Guarantees.

All Guarantees/Plant Services beginning with numbered Section 6.1 and continuing through Section 6.23 of this Part shall be issued on form(s) stated in each numbered section and will be priced using a minimum work charge of \$50.00 per hour or fraction thereof for search and examining time, plus a minimum work charge of \$25.00 per hour or fraction thereof for typing time; unless a different method of computing the charge is specifically set forth in any numbered section.

All of the Guarantees/Plant Services will have a minimum work charge and will have a stated liability of the next multiple of \$100.00 above the fee charged, unless otherwise stated.

If insurance is desired, the charge therefore shall be in addition to the applicable guaranty or work charge. To determine the premium for the amount of insurance desired, use the appropriate section or sections in Part II. No credit is to be given for any "work charge" or any "regular charge" to offset any of the insurance premium.

# 6.1 TRUSTEE'S SALE OR LITIGATION GUARANTEE FOR JUDICIAL FORECLOSURE ACTION (DEED OF TRUST OR MORTGAGES) (CLTA FORM NO. 22)

A. 65% OF rate Table "G", based upon the total unpaid balance of the defaulted loan, (Minimum \$290.00), including a date down at the time sale. Assurance is based on the total unpaid balance of the defaulted loan.

#### **B. CONTINUATION**

\$50 for each continuation guarantee, over two issued prior to but not including the actual sale date down provided for above.

#### C. CONVERSION

\$75.00 to convert a Trustee's Sale Guarantee into a Litigation Guarantee for Judicial Foreclosure Actions, or vice versa; or to reissue a guarantee for the benefit of a substituted trustee or attorney.

- **D.** Premiums for TSG issued by centralized processing division, department or unit.
  - a. This section contains pricing for guarantees associated with the foreclosure of the lien of a deed of trust for orders placed with or processed through a centralized title processing division, department or unit with centralized order tracking and processing capability serving as a central point of contact and entry and which has statewide and multistate search and issuance capability.
  - b. Trustee's Sale Guarantee (TSG) premiums under this section shall be as follows:

Liability Up To	Rate	Liability Up To	Rate
\$ 55,000	\$ 285.00	\$ 1,000,000	\$ 1,151.00
\$ 60,000	\$ 300.00	\$ 1,025,000	\$ 1,169.00
\$ 65,000	\$ 315.00	\$ 1,050,000	\$ 1,187.00
\$ 70,000	\$ 330.00	\$ 1,075,000	\$ 1,205.00
\$ 75,000	\$ 345.00	\$ 1,100,000	\$ 1,223.00
\$ 100,000	\$ 360.00	\$ 1,125,000	\$ 1,241.00
\$ 125,000	\$ 390.00	\$ 1,150,000	\$ 1,259.00
\$ 150,000	\$ 420.00	\$ 1,175,000	\$ 1,277.00
\$ 175,000	\$ 450.00	\$ 1,200,000	\$ 1,295.00
\$ 200,000	\$ 480.00	\$ 1,225,000	\$ 1,313.00
\$ 225,000	\$ 510.00	\$ 1,250,000	\$ 1,331.00
\$ 250,000	\$ 540.00	\$ 1,275,000	\$ 1,349.00
\$ 275,000	\$ 570.00	\$ 1,300,000	\$ 1,367.00
\$ 300,000	\$ 600.00	\$ 1,325,000	\$ 1,385.00
\$ 325,000	\$ 625.00	\$ 1,350,000	\$ 1,403.00
\$ 350,000	\$ 650.00	\$ 1,375,000	\$ 1,421.00
\$ 375,000	\$ 675.00	\$ 1,400,000	\$ 1,439.00
\$ 400,000	\$ 700.00	\$ 1,425,000	\$ 1,457.00
\$ 425,000	\$ 725.00	\$ 1,450,000	\$ 1,475.00
\$ 450,000	\$ 745.00	\$ 1,475,000	\$ 1,493.00
\$ 475,000	\$ 765.00	\$ 1,500,000	\$ 1,511.00
\$ 500,000	\$ 785.00	\$ 1,525,000	\$ 1,529.00
\$ 525,000	\$ 805.00	\$ 1,550,000	\$ 1,547.00
\$ 550,000	\$ 825.00	\$ 1,575,000	\$ 1,565.00
\$ 575,000	\$ 845.00	\$ 1,600,000	\$ 1,583.00

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D. Continued....Premiums for TSG issued by centralized processing division, department or unit.

Liability Up To	Rate	Liability Up To	Rate
\$ 600,000	\$ 863.00	\$ 1,625,000	\$ 1,601.00
\$ 625,000	\$ 881.00	\$ 1,650,000	\$ 1,619.00
\$ 650,000	\$ 899.00	\$ 1,675,000	\$ 1,637.00
\$ 675,000	\$ 917.00	\$ 1,700,000	\$ 1,655.00
\$ 700,000	\$ 935.00	\$ 1,725,000	\$ 1,673.00
\$ 725,000	\$ 953.00	\$ 1,750,000	\$ 1,691.00
\$ 750,000	\$ 971.00	\$ 1,775,000	\$ 1,709.00
\$ 775,000	\$ 989.00	\$ 1,800,000	\$ 1,727.00
\$ 800,000	\$ 1,007.00	\$ 1,825,000	\$ 1,745.00
\$ 825,000	\$ 1,025.00	\$ 1,850,000	\$ 1,763.00
\$ 850,000	\$ 1,043.00	\$ 1,875,000	\$ 1,781.00
\$ 875,000	\$ 1,061.00	\$ 1,900,000	\$ 1,799.00
\$ 900,000	\$ 1,079.00	\$ 1,925,000	\$ 1,817.00
\$ 925,000	\$ 1,097.00	\$ 1,950,000	\$ 1,835.00
\$ 950,000	\$ 1,115.00	\$ 1,975,000	\$ 1,853.00
\$ 975,000	\$ 1,133.00	\$ 2,000,000	\$ 1,871.00

For amounts above \$2,000,000 add \$15.00 for each \$25,000 of liability.

#### 6.1.1 SHORT TRUSTEE'S SALE GUARANTEE

#### A. Use of Short Trustee's Sale Guarantee (STSG)

Guarantees a named trustee and beneficiary under a deed of trust against loss, not exceeding \$250,000.00, as to matters effecting the title to the security land recorded in the public records subsequent to the recording of the security deed of trust, and as to additional information disclosed by the public records relative to the foreclosure of the security deed of trust.

#### B. (1) STSG service No. 1 (STSG plus two date downs)

The Premium for a STSG with two Continuation Guarantees or two date downs is \$350.00. Additional Premium of \$25.00 for each Guarantee or date down issued in excess of the two Continuation Guarantees of date downs.

#### (2) **STSG** service No. 2 (STSG plus unlimited dated downs)

The Premium for a STSG with an unlimited number of Continuation Guarantees or date downs is \$450.00

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#### 6.1.2 LIMITED TRUSTEE'S SALE GUARANTEE

#### A. Use of Limited Trustee's Sale Guarantee

Guarantees a named trustee and beneficiary under a deed of trust against loss, not exceeding \$250,000 as to certain matters affecting the title to the encumbered land recorded in the public records subsequent to the recording of the subject deed of trust, and as to additional information disclosed by the public records relative to the foreclosure of the subject deed of trust.

#### **B. LTSG Fees**

- 1. Issuance of LTSG (Schedules A, B, & C) \$225.00
- 2. First Continuation Guarantee or Date Down Endorsement \$50.
- 3. Additional Continuation Guarantees or Date Down Endorsements \$25.

#### C. Additional LTSG Endorsements and Fees

- LTSG Real Property Tax Information Endorsement \$75:
   This endorsement provides information relating to Special Assessments which are not billed and collected by the County Tax Collector.
- 2. LTSG Additional Information Endorsement \$200:
  This endorsement provides information from the public records relating to liens which are not required to be given notices and matters senior to the foreclosing deed of trust.
- 3. Increase of Liability Endorsement:
  Provides for an increase in the Guarantee amount. Premium is
  calculated at 60% of the applicable base rate, based on type of property,
  for each \$1000 or portion thereof in excess of \$250,000.

# **6.2 LITIGATION GUARANTEES (OTHER THAN JUDICIAL FORECLOSURE ACTION)** (CLTA GUARANTEE FORM NO. 1)

80% of rate Table "R", based upon the value of the particular estate or interest involved and the type of property. Standard minimum charge applies. If any of the property falls within the definitions contained in Sections 1.18 or 1.19, Part I, all charges are double. Assurance is based on the value of the estate interest involved.

\$75.00 for each continuation guarantee over one issued within the period of twenty-four (24) months of the original guarantee to cover the filing of a lispendens.

#### **6.3 CHAIN OF TITLE GUARANTEE** (CLTA FORM NO. 6)

A guaranteed chain of title is issued only for specific purposes and limited periods of time.

The standard liability amount is \$1,000.00. A guarantee in excess thereof is available on an increased liability basis at the per-unit rate applicable under Rate Table "R" based upon the additional amount requested and type of property.

A. Except under the limited conditions as provided for in 2) below, the charge shall be: \$100.00 basic charge for each chain of title, plus a minimum of \$5.00 for each item reported.

If issued in conjunction with a preliminary report, charge only for each item reported in addition to the charge for the title report. Minimum \$50.00.

- B. A limited service for the benefit of a lender only, provided such is related to the issuance of a policy of title insurance based upon a full examination of title, the charge shall be:
  - 1 No additional charge where the chain of title is to cover the period of time not to exceed six (6) months prior to the date the loan is recorded.
  - 2 \$25.00 for a chain of title covering the period of time not to exceed forty-five (45) days subsequent to the effective date of the lender's insurance.

# **6.4 JUDGMENT AND/OR TAX LIEN GUARANTEE** (CLTA GUARANTEE FORM NO. 10)

- A. Limited Liability Coverage: The charge is \$100.00 per name, husband and wife considered on name, plus \$5.00 for each lien over two reported. The amount of liability shall be the next multiple of \$100.00 above the fee charge. A date down at the close of escrow is included in the above charge. Maximum liability of \$1,000.
- B. Additional Liability Coverage: If additional liability coverage is requested, the charge shall be 60% of the Rate Table "R", based on the amount of the estate involved and the type of property. Minimum charge of \$200.00. A date down at the close of escrow is included in the above charge.

#### **6.5 MECHANIC'S LIEN GUARANTEE** (CLTA GUARANTEE FORM NO. 9)

Minimum \$100.00 per parcel plus \$5.00 for each lien over two reported. The standard liability is the next multiple of \$100.00 above the fee charged. A guarantee in excess thereof is available for the following additional charges:

Owner: 20% of Rate Table "R" – Base Rate (Owner's). Minimum \$200.00

Lender: 10% of Rate Table "R" – Base Rate (Owner's). Minimum \$200.00

#### **6.6 PROPERTY SEARCH GUARANTEE** (CLTA GUARANTEE FORM NO. 13)

Lists those properties apparently vested in, or deeds of trust or mortgages held by certain designed parties.

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

\$20.00 per year, per name (husband and wife considered as one name) plus \$5.00 for each parcel over two reported. Minimum \$50.00.

B. Recorder's Indices including the current year Assessor's Rolls.

\$20.00 per year, per name (husband and wife considered as one name), plus \$5.00 for each parcel over two reported on property searches. Minimum \$50.00.

# **6.7 PERSONAL PROPERTY ENCUMBRANCE GUARANTEE (Chattels)** (CLTA GUARANTEE FORM NO. 11)

Lists liens or charges filed or recorded in the office of the County Recorder against personal property in the name of designated persons and located on designated property.

#### A. BASIC CHARGE

\$50.00 per name per year (husband and wife considered one name), minimum \$75.00, plus \$50.00 for continuation guarantee covering the recordation of documents.

#### **6.8 LOT BOOK GUARANTEE/LONG FORM** (CLTA GUARANTEE FORM NO. 12)

A limited title service is issued at the following charges:

Minimum \$100.00 per parcel showing the apparent record owner, any deed of trust or mortgages affecting the property. And if requested, an additional charge of \$5.00 per document reported, for those included in the following list:

AGREEMENT NOT TO ENCUMBER AGREEMENT NOT TO CONVEY ATTACHMENTS ASSIGNMENT OF RENTS FINANCING STATEMENT

HOMESTEAD NOTICE OF COMPLETION TAX DEED The above charges apply on each issue

# **6.9 SUBDIVISION OR CONDOMINIUM GUARANTEE** (CLTA GUARANTEE FORM NO. 14)

Guarantees for map filing are issued for the following charges:

\$1,000.00 base charge, plus \$20.00 minimum additional charge for each ownership, easement, right of way or interest searched or reported. The standard liability amount is \$1,000. A guarantee in excess thereof is available on an increased liability basis, based on the type of property.

# **6.10 PLANT SERVICE INFORMATION GUARANTEE OR COMBINATION GUARANTEES** (CLTA GUARANTEE FORM NO. 17)

The charge is an hourly rate. Refer to General Pricing Provisions, this part. (Minimum charge, \$75.00).

#### 6.11 MINING CLAIM GUARANTEE (CLTA GUARANTEE FORM NO. 18)

A Certificate of Title on mining claims issued only for the benefit of the United States Department of Interior, Bureau of Land Management with a stated amount of liability of \$200.00.

The charge is based upon the amount of time and work required to produce the guarantee, minimum \$200.00.

# **6.12 PRELIMINARY PARCEL MAP GUARANTEE** (CLTA GUARANTEE FORM NO. 24)

\$1,000.00 base charge, plus \$20.00 minimum additional charge for each ownership, easement, right of way or interest searched or reported. The standard liability amount is \$1,000.. A guarantee in excess thereof is available on an increase liability basis, based on the type of property.

#### **6.13 FINAL PARCEL MAP GUARANTEE** (CLTA GUARANTEE FORM NO. 23)

If CLTA Form 24 not issued.

\$1,000.00 base charge, plus \$50.00 minimum additionl charge for each ownership, easement, right of way or interest searched or reported. The standard

liability amount is \$1,000. A guarantee in excess thereof is available on an increased liability basis, based on the type of property.

#### 6.14 DELETED – RESERVED FOR FUTURE USE)

# 6.15 NOTICE OF AWARD OF CONTRACT AND BOND GUARANTEE (CLTA GUARANTEE FORM NO. 20)

A special form of guarantee known as CLTA Guarantee Form No. 20 issued to the State of California covering assessments or bonds recorded subsequent to acquisition of certain lands by the State at a charge of \$75.00 per issue.

#### 6.16 RECORDER'S INDEX GUARANTEE (CLTA GUARANTEE FORM NO. 21)

A listing of all documents found in the grantor/grantee indices as required by the customer. The charge is an hourly rate. Refer to General Pricing Provisions, this part. Minimum charge, \$75.00.

#### 6.17 RECORDED DOCUMENT GUARANTEE (CLTA GUARANTEE FORM NO. 27)

The Guarantee shall be based upon an examination of the **Company's** title plant records and the County Recorder's Grantor/Grantee indices as to certain documents which describe the subject real property. The applicable charge shall be as follows

- A. If the **Company** has an existing open order for title insurance on the subject property, and the Guarantee is issued in connection therewith, the Guarantee Fee shall be \$250.00.
- **B.** If the **Company does not** have an open order for title insurance on the subject property, then the charge for the Guarantee at an hourly rate of \$75.00. Minimum charge \$750.00. The liability assumed by the **Company** for the Guarantee shall be the lesser of ten times the charge for the Guarantee or \$10,000.00.

#### 6.18 MORTGAGE MODIFICATION GUARANTEE

Assures that the validity, priority and enforceability of a recorded mortgage has not been diminished or lost by reason of a modification or amendment.

\$125.00 Flat Fee. Maximum liability is fee paid.

#### 6.19 CONDITION OF TITLE REPORT

Issued only upon receipt of application for the Issuance of Condition of Title Report.

Charge: \$500 for liability of \$5,000. No increase in liability is available.

Credit for subsequent Policy or Binder: See General Rules, Section 1.24.

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# PART VII ENDORSEMENTS

This part contains endorsements to expand, modify or limit title coverage priced in Parts I, II, III, IV, V and VI.

The percentage figures shown following each endorsement are to be interpreted to mean, unless otherwise stated, the percentage of the same insurance rate schedule that was used to price the policy to which the endorsement is to be attached.

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#### **PART VII**

#### **ENDORSEMENTS**

This section contains endorsements, and the pricing therefore. All of the endorsements alter the regularly issued policies in some manner. In general, some of them expand the coverage, some limit the coverage, some are used to clarify coverages, some are used to delete exceptions and some are used to add additional insureds or insurers.

#### **GENERAL RULES**

- 1. Unless otherwise stated herein, the percentage figures shown following each endorsement are to be interpreted to mean, in all cases, the percentage of the same insurance rate schedule that was used to price the policy to which the endorsement is to be attached.
- 2. If standard coverage is requested, with one or more endorsements expanding its coverage, the maximum charge of said policy affording coverage comparable to an extended coverage owner's policy shall not exceed the charge for an extended coverage owner's policy. Both coverages shall be priced using the same insurance rate tables.
- 3. If an ALTA Residential Title Insurance Policy (Plain Language) or an extended coverage owner's policy is requested, with one or more endorsements expanding its coverage, the maximum charge for said policy and the endorsements shall not exceed the cost of an extended coverage policy affording comparable coverage. Both coverages shall be priced using the same insurance rate table.
- 4. Underwriting approval is required prior to issuing any endorsement shown herein with the ALTA Homeowners Policy of Title Insurance or the ALTA Expanded Coverage Residential Loan Policy.
- 5. When "N/A" appears, it means that normally the endorsement is not issued on that type of coverage, however if it is specifically requested, approval and charge must be obtained from State or Regional Counsel.

#### PART VII ENDORSEMENT FEES

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
100-06	Restrictions, Encroachments & Minerals (Lender)	Lender: Extended	N/C – Issued only at dates of policy
100.1	Restrictions, Encroachments & Minerals (Lender)	Lender: Standard	20%
100.2-06 (ALTA 9-06)	Restrictions, Encroachments & Minerals – Loan Policy	Lender: Standard	N/C
100.2.1-06 (ALTA 9.3-06)	Restrictions, Encroachments & Minerals – Loan Policy	Lender: Extended	N/C
100.2.6-06 (ALTA 9.6-06)	Private Rights – Loan Policy	Lender :Standard	Min \$100 / Max \$500
		Lender: Extended	10%
100.2.7-06 (ALTA 9.7-06)	Restrictions, Encroachments, Minerals- Land Under Development – Loan Policy	Lender Extended	\$10%, Min \$100 / Max \$500
100.2.8-06 (ALTA 9.8-06)	CC&R's – Land Under Development – Owner's Policy	Owner Extended	\$10%, Min \$100 / Max \$500
100.2.9-06 (ALTA 9.9-06)	Private Rights – Owner's Policy	Owner Extended	\$10%, Min \$100 / Max \$500
100.2.10-06 (ALTA 9.10-06)	Restrictions, Encroachments, Minerals- Current Violations – Loan Policy	Lender Extended	\$10%, Min \$100 / Max \$500
100.4-06	Violation -Loan Policy	Lender: Extended Standard	\$25 10%
100.5-06	Violation (Owner)	Owner: Extended Standard	\$25 20%

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
100.6-06	Including Future Violations – (Owner)	Owner: Extended Standard	\$25 20%
100.7-06	Violation (Owner)	Owner: Extended Standard	\$25 20%
100.8-06	CC&R's Violations (Owner)	Owner: Extended Standard	\$25 20%
100.9-06 (ALTA 9.1-06)	CC&R's Umimproved Land – Owner's Policy	Owner's Extended	10%, Min \$100, Max \$500
100.10-06 (ALTA 9.2-06)	CC&R's-Improved land – Owner's Policy	Owner's Extended	10%, Min. \$100 Max. \$500
100.12-06	CC&R's , Right of Reversion (ALTA Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	10% 10% N/C 10%
100.13-06	CC&R's Assessment Liens (Lender)	Lender: Standard Extended Owner Standard Extended	N/C N/C 10% 10%
100.17-06	CC&R's, Proper Modification (Owner or Lender)	Owner: All Policies Lender: All Policies	20% 10%
100.18-06	CC&R's, Right of Reversion (Owner or Lender)	Lender: All Policies Owner: All Policies	\$50 10%

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
100.19-06	CC&R's, Violations (Owner	Owner:	indicated)
	or Lender)	Extended Standard Lender:	\$25 20%
		Extended Standard	\$25   10%
100.20-06	CC&R's, Violations (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	\$25 20% \$25 20%
100.21-06	CC&R's, Plans and Specifications (Lender)	Owner: Extended Standard Lender: Extended Standard	N/C 20% N/C 10%
100.23-06	Minerals, Surface Damage (Lender)	Lender: Extended	\$25
100.24-06	Minerals, Surface Entry by Lessee (Lender)	Lender: All Policies	10%
100.25-06	Minerals, Surface Use (Lender)	Lender: Extended	20%
100.26-06	Minerals, Present – Future Improvements (Lender)	Lender: Extended Standard	10% 20%
100.27-06	CC&R's, Violation	Lender: Extended	10%
100.28-06	CC&R's, Violation – Future Improvements (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	20% 20% 10% 10%

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
100.29-06	Mineral Surface Damage (Owner or Lender)	Owner: Standard Extended Lender: Standard Extended	20% 20% 10% \$25
101	Mechanics' Liens – CLTA (Lender)	Lender: Standard	10%
101.1-06	Mechanics' Liens (Owner)	Owner: Extended Standard	20% (D.V.A 10%)
101.2-06	Mechanics' Liens, Notice of Completion (Lender)	Lender: All Policies	10%
101.3-06	Mechanic's Liend, Notice of Completion (Lender)	Lender: Extended	10%
101.4	Mechanics' Lien, No Notice of Completion (Owner)	Owner: Standard	20%
101.5-06	-Mechanics' Lien, Notice of Completion (Lender)	Lender: Extended	10%
101.6-06	Mechanics' Lien, Notice of Completion – ALTA (Lender)	Lender: Extended Standard	20% 20%
101.8	Mechanics' Liens (Lender)	Lender: Standard	15%
101.9-06	Mechanic's Lien, Notice of Completion (Owner)	Owner: All Policies	20% based on the proportionate amount of the liability under the original policy applicable to the land under the Notice of Completion

			CHARGE
			(Percentage of
			applicable Base
			Rate unless
		POLICY	otherwise
CLTA NO.	DESCRIPTION	FORM	indicated)
101.10-06	Mechanics' Lien, Notice of	Lender: All	10% based on the
	Completion (Lender)	Policies	proportionate
			amount of the
			liability under the
			original policy
			applicable to the
			land under the Notice of
			Completion
101.11-06	Mechanics' Liens, No Notice	Lender: All	10% based on the
101.11-00	of Completion (Lender)	Policies	proportionate
	or completion (Echaci)	1 0110103	amount of the loan
			applicable to the
			land to be covered
			by the Mechanics'
			Lien insurnace
101.12-06	Mechanics' Liens, No Notice	Owner:	
	of Completion (Owner)	Extended	20% based on the
			proportionate
			amount of the loan applicable to the
			land under to be
			covered by the
			Mechanics' Lien
			insurance
101.13-06	Mecha'ics' Line, Notice of	Lender:	
	Completion (Lender)	Extended	10%
102.4-06	Foundation (Lender)	Lender: All	10%,
		Policies	Min, \$50
			Max \$750
102.5-06	Foundation (Lender)	Lender: All	15%,
		Policies	Min \$100,
400.0.00	Foundation Darties of	Landow: All	Max \$1,000
102.6-06	Foundation, Portion of	Lender: All Policies	15%, Min. \$50,
	Premises (Lender)	r Ullules	Max. \$1,000
102.7-06	Foundation, Portion of	Lender: All	15%,
102.7-00	Premisis (Lender)	Policies	Min. \$50,
	London)	. 0110100	Max. \$1,000
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CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
103.1-06 (ALTA 28-06)	Easement, Damage or Enforced Removal (Owner or Lender)	Lender: Extended Standard Owner: Extended Standard	N/C 20% 20% 20%
103.2-06	Easement Damanges – Use or Maintencnace (Lender)	Lender: Extended Standard	\$25 10%
103.3-06	Easement, Existing Encroachment, Enforced Removal (Lender)	Lender: Extended Standard	N/C 10%
103.4-06	Easement, Access to Public Street (Owner's or Lenders)	Owner: All Policies Lender: All Policies	20%, Max. \$300 10%, Max. \$250
103.5-06	Water Rights, Surface Damage (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	10% 20% \$25 20%
103.6-06	Encroachments, None Exist (Lender)	Lender: Extended	10%
103.7-06	Land abuts Street (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	\$25 20% \$25 10%
103.8-06	Water Rights, Future Improvements (Lender)	Lender: All Policies	10%
103.9-06	Encroachment, Future Improvements (Lender)	Lender: All Policies	10%

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
103.10-06	Surface Use, Horizontal	Owner:	,
	Subdivision (Owner or	Standard	20%
	Lender)	Extended Lender:	20%
		Standard	20%
		Extended	20%
103.11-06	Access and Entry (Owner or	Owner:	0.504
(ALTA 17-06)	Lender)	Standard Extended	25% \$75
		Lender:	Ψ73
		Standard	15%
100 10 00		Extended	\$75
103.12-06 (ALTA 17.1-06)	Indirect Access and Entry (Owner or Lender)	Owners:	25%, Max \$350
(ALTA 17.1-00)	(Owner or Lender)	Lender:	25 %, IVIAX \$550
		All	15%, Max \$300
103.14-06	Encroachment's, Boundaries	Owners:	000/
(ALTA 28.1-06)	and Easements (Owner and Lender)	Extended Standard	20% 20%
	Lender)	Lenders:	2070
		Extended	\$25
		Standard	20%
103.15-06 (ALTA 18.2-06)	Encroachments, Boundaries & Easements, Described	Owners: Extended	20%
(ALTA 18.2-00)	Improvements (Owner and	Standard	20%
	Lender)	Lenders:	
		Extended	\$100
104-06	Assignment of Mortgage	Standard Lender: All	20% 40%
104-00	(Lender)	Policy	40 /0
104A	Assignment of Mortgage (Lender)	Lender: Standard	20%
104.1-06	Assignment of Mortgage (Lender)	Lender: All Policies	10%
104.4-06	Collateral Assignment of	Lender: All	10%
	Mortgage (Lender)	Policies	
104.5-06	Assignment of rENTS OR	Lender: All	10%
(ALTA 37-06	Leases (Lender)	Policies	

		POLICY	CHARGE (Percentage of applicable Base Rate unless otherwise
CLTA NO.	DESCRIPTION	FORM	indicated)
104.7-06	Assignment of Rents/Leases (Lender)	Lender: All Policies	\$100
104.8-06	Assignment of Mortgage (Lender	Lender: All Policies	30%
104.9	Assignment of Mortgage (Lender)	Lender: Standard	20%
104.10-06	Assignment of Mortgage (Lender)	Lender: Extended Standard	\$100 \$100
104.11-06	Collaterial Assignment of Mortgage (Lender)	Lender: Extended Standard	\$100 \$100
104.12-06 (ALTA 10-06)	Assignment (Lender)	Lender: Extended Standard	\$100 \$100
104.13-06 (ALTA 10.1-06)	Assignment and Date Down (Lender)	Lender: Extended	30%
105-06	Multiple Mortgage in One Policy (Lender)	Lender: Extended	N/C
105.1	Multiple Mortgage in One Policy (Lender)	Lender: Standard	N/C
106-06	State of Calif. (Owner)	Owner: Extended Standard	\$50 \$50
106C-06	State of Calif. (Owners)	Owner: Extended Standard	\$50 \$50
106.1-06	State of Calif. (Owners)	Owner: Extended Standard	\$50 \$50
106.1C-06	State of Calif. (Owners)	Owner: Extended Standard	\$50 \$50
106.2-06	State of Calif. (Owners)	Owner: Extended Standard	\$50 \$50

CI TA NO	DESCRIPTION	POLICY	CHARGE (Percentage of applicable Base Rate unless otherwise
<b>CLTA NO.</b> 106.2C-06	DESCRIPTION State of Calif. (Owners)	FORM Owner:	indicated)
100.20-00	State of Calli. (Owners)	Extended Standard	\$50 \$50
107.1-06	Allocation of Liability of Parcels (Owner or Lender)	All Policies	N/C
107.2-06	Increased Liability, Amount of Insurance, Increase (Owner or Lender)	All Policies	Difference in premium between the new and old liability amounts.
107.5-06	Leasehold Improvments (Lessee or Lender)	Lender: Extended LoanLeasehol d	10%, Min \$100
		Standatd Loan	10%, Min \$100
		Leasehold Extended Loan	10%, Min \$100
107.9-06	Additional Insured (Owners or Lender)	All Policies	\$50
107.10-06	Additional Insured (Owner or Lender)	All Policies	\$100
107.11-06	Non-Merger after Lender Acquires Title (Lender)	Lender: Extended	10%, Max \$250
108.7	Additional Advance (Lender)	Lender: Standard	60%, Min \$250 based on amt of advance, plus 10% to include priority insurance over M/L. No additional charge to include modification of deed of trust.

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
108.8-06	Additional Advance (Lender)	Lender: Extended	70% based on amount of advance (80% if Standard Coverage Loan is converted to Extended Coverage Loan), Min \$250 plus 10% to include priority of Mechanica' lien. No addt'l charge to include for Modification of Trust Deed.
108.9	Additional advance - D.V.A. (Owner)	Owners	Applicable Owner's Premium – based on type of policy at amount of advance. DVA Owners applicable rate base upon type of policy and amount of advance.
108.10-06	Revolving Credit Loan, Increase (Lender)	Lender: All Policies	80% of basic rate based on the amount of the advance
109	Oil and Gas Lease, No Assignments (Owner or Lender)	Owner: Standard Lender: Standard	20%
110.1-06	Deletion of Item From Policy (Owner or Lender)	Owner: All Policies Lender: All Policies	\$100 \$100

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
110.3-06	Minerals, Conveyance of Surface Rights (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	10% 20% 10% 10%
110.4-06	Modification Mortgage (Lender)	Lender: Extended	20% based upon loan balance, minimum \$150
110.5-06	Modification Mortgage (Lender)	Lender: Extended	35% based upon loan balance
SE 56-06	110.5A (non-CLTA Form) (Lender)	Lender: Extended	\$300
SE-57-06	110.5B (Lender)	Lender: Extended	Lender 35% on unpaid balance, Min \$415
110.6	Modification of Mortgage (Lender)	Lender: Standard	25% on unpaid balance, Min \$300.
110.7-06	Insurance Against Enforceability of Items (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	All: Pricing commensurate with risk involved, \$100 Min.
110.9-06 (ALTA 8.1-06)	Environmental Protection Lien	Lender: All Policies (residential only)	\$25
110.9.1-06 (ALTA 8.2-06)	Commercial Environmental Protection Lien	All Policies	\$100

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
110.10-06	Mortgage Modification & Additional Advance	Lender: Extended	35% based on unpaid balance including additional advance, if any.
110.11-06 (ALTA 11-06)	Modification Mortgage (Lender)	Lender: Extended	35% based on unpaid balance including additional advance, if any.
110.1.1-06 (ALTA 11.1-06)	Mortgage Modification with Subordination (Owner or Lender	Lender: Extended	35% based on unpaid balance including additional advance, if any.
111-06	Mortgage Priority, Partial Reconveyance (Lender)	Lender: All Policies	15% based on unpaid balance
111.1-06	Mortgage Priority, Partial Reconveyance (Lender)	Lender: All Policies	10% based on unpaid balance
111.2-06	Mortgage Priority, Subordination (Lender)	Lender: Extended Standard	10% when issued with policy; 305 if attached subsequent to issue of policy.
111.3-06	Mortgage Priority, Encroachment, address (Lender)	Lender: All Policies	30% based on unpaid balance.
111.4-06	Mortgage Impairment After Reconvyance (Lender)	Lender: All Policies	10% based upon loan balance.
111.5-06 (ALTA 6-06)	Variable Rate Mortgage (Lender)	Lender: All Policies	N/C
111.7-06	Variable Rate Renewal (Lender)	Lender: All Policies	N/C
111.8-06 (ALTA 6.2-06)	Variable Rate Mortgage, Negative Amortization (Lender)	Lender: All Policies	N/C

		POLICY	CHARGE (Percentage of applicable Base Rate unless otherwise
CLTA NO.	DESCRIPTION	FORM	indicated)
111.9-06	Variable Rate, FNMA 7 Year Balloon, FNMA Balloon Mortgage	Lender: Extended	N/C
111.10-06	Revolving Credit Loan, Optional Advance (Lender)	Lender: All Policies	10%, Min \$125
111.11-06	Revolving Credit Loan, Obligatory Advance (Lender)	Lender: All Policies	10%, Min \$125
111.14-06 (ALTA 14-06)	Future Advance, Priority (Lender)	ALTA Loan Policy Only, Lender: Extended: Standard	N/C N/C
111.14.1-06 (ALTA 14.1-06)	Future Advance, Knowledge (Lender)	Lender: Extended	N/C
111.14.2-06 ALTA 14.2-06)	Future Advance, Letter of Credit (Lender)	Lender: Extended	N/C
111.14.3-06 (ALTA 14.3-06)	Future Advance, Reverse Mortgage (Lender)	Lender: Extended	N/C
112	Bondholders Policy (Bondholder)	Lender: Standard	\$25
112.1-06	Bondholders Policy (Bondholder or Lender)	Lender: Standard	\$25
112.2	Bondholder, Joint Powers Transactions (Bondholder or Lender)	Lender: Standard	\$25
114-06	Co-Insurance (Lender)	Lender: Extended Standard	Division of fees between title companies agreement. Rate applicable for the amount of liability assumed

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
114.1-06	Co-Insurance, Jjoint and Several Liability (Lender)	Lender: Extended Standard	Division of fees between title companies agreement. Rate applicable for the amount of liability assumed
114.2-06	Co-Insurance, Joint and Several Liability (Lender)	Lender: Extended Standard	Division of fees between title companies agreement. Rate applicable for the amount of liability assumed
114.3-06	Co-Insurance, Snigle Policy (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	Division of fees between title companies agreement. Rate applicable for the amount of liability assumed
115-06	Condominium (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	N/C N/C N/C
115.1-06 (ALTA 4-06)	Condominium (Lender)	Lender: Extended Standard	N/C N/C
115.2-06 (ALTA 5-06)	Planned Unit Development (Lender)	Lender: Extended	N/C
115.3-06 (ALTA 4.1-06)	Condominium (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	N/C N/C N/C N/C

			OHABOE
			CHARGE (Percentage of
			(Percentage of applicable Base
			Rate unless
		POLICY	otherwise
CLTA NO.	DESCRIPTION	FORM	indicated)
115.4-06	Planned Unit Development	Owner:	indicated)
(ALTA 5.1-06)	(Owner or Lender)	Extended	N/C
(/\L1/\ 3.1 00)	(Owner or Echaci)	Standard	N/C
		Lender:	14/0
		Extended	N/C
		Standard	N/C
116-06	Designation of	Lender:	
	Improvements, Address	Extended	N/C
	(Lender)		
116.01-06	Location (Owner or Lender	Owner:	
(ALTA 22-06)	•	Extended	N/C
		Standard	N/C
		Lender:	
		Extended	N/C
		Standard	N/C
116.02-06	Location and Map (Owner or	Owner:	
(ALTA 22.1-06)	Lender)	Extended	N/C
		Standard	N/C
		Lender:	N/O
		Extended	N/C N/C
116 1 06	Sama an Survey (Owner or	Standard	IN/C
116.1-06	Same as Survey (Owner or Lender	Owner: Extended	N/C
(ALTA 25-06)	Lender	Lender:	IN/C
		Extended	N/C
116.1.2-06	Same as Portion of Survey	Owner:	, .
(ALTA 25.1-06)	(Owner or Lender)	Extended	N/C
(	(2	Lender:	
		Extended	N/C
116.2-06	Designation of	Owner:	
	Improvements, Condo	Extended	N/C
	(Owner or Lender)	Standard	N/C
	,	Lender:	
		Extended	N/C
		Standard	N/C
116.3-06	Legal Description, New	Owner: All	20%
	Subdivision (Owner or	Policies	
	Lender)	Lender: All	10%
		Policies	

CLTA NO.	DESCRIPTION  Continuity Single Pages	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
116.4-06 (ALTA 19.1-06)	Contiguity – Single Parcel (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	20% 20% 10% 20%
116.4.1-06 (ALTA 19-06)	Contiguity – Multiple Parcels (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	N/C 20% N/A 10%
116.5-06 (ALTA 7-06)	Manufactured Housing Unit (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	\$50 \$50 \$50 \$50
116.5A (not CLTA End) (SE-18)	Unconverted Mobile home	Lender: Extended	N/C
116.5.1-06 (ALTA 7.1-06)	Manufactured Housing, Conversion, Loan (Lender)	Lender: Extended Standard	\$50 \$50
116.5.2-06 (ALTA 7.2-06)	Manufactured Housing, Conversion, Owner (Owner)	Owner: Extended Standard	\$50 \$50
116.6-06	Manufactured Housing Unit Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	\$50 \$50 \$50 \$50

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
116.7-06	Subdivision Map Act	Owner:	
	Compliance (Owner or	Extended	10%
	Lender)	Standard	10%
		Lender: Extended	10%, N/C if issued
		Literiaea	concurrently with
			Owner's Policy)
		Standard	10%
116.8-06	Sma Compliance	Owner:	
(ALTA 26-06)	Subdivision (Owner or	Extended	10%
	Lender)	Standard	10%
		Lender: Extended	10%, N/C if issued
		Exterioed	concurrently with
			Owner's Policy)
		Standard	10%
117-06	Tie-In, Aggregation (Lender)	Lenders:	
(ALTA 12-06)		Extended	10%
		Standard	10%
117.1-06	Tie-In, Aggregation, State	Lenders:	400/
(ALTA 12.1-06)	Limits (Lender)	Extended Standard	10% 10%
119-06	Validity of Lease in Schedule	Lenders:	10 /0
113-00	B (Lender)	Extended	20%
	2 (20.100.)	Standard	20%
119.1	Leasehold Policy, Additional	Owner:	
	Exceptions (Owner or	Standard	N/C
	Lender, Leasehold)	Lender:	
110.0.00	V 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	Standard	N/C
119.2-06	Validity and Priority of Lease (Lender)	Lender: Extended	20%
119.3-06	Priority of Lease (Lender)	Lender:	ZU70
113.3-00	Thomy of Lease (Lender)	Extended	10%
119.4	-Validity of Sublease, Joint	Lender:	. 3 / 3
	Powers (Bondholder's	Standard	10%
	Policy)		
119.5-06	Leasehold Owner's	Owner:	
(ALTA 13-06)	(Owner's)	Extended	N/C
		Standard	N/C

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
119.6-06 (ALTA 13.1-06)	Leasehold Loan (Lender)	Lender: Extended Standard	N/C N/C
120.2	Subordination of Prior Mortgage Lease (Owner or Lender-Leashold Policies, only)	Owner: Extended Standard Lender: Extended Standard	20% 20% 20% 20%
122-06	Construction Lender Advance (Lender)	Lender: Extended	Full disbursement at time policy is issued: 15%, Min \$300, No Max; separate advances 15% based on amount of advance with Min \$100 and Max \$300.

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
122.1A-06	Construction Loan Advance, Initial Advance 2006 Loan Policy (Lender		Pricing is commensurate with the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing. (Note: This endorsement requires a general ML exception and a special Schedule B exception regarding Definition of Mechanics' Lien Coverage Liability Limit in the preliminary report, title commitment and policy)

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
122.1B-06	Construction Loan Advance, Subsequent Disbursement 2006 Loan Policy (Lender)	Lender: Extended	Pricing is commensurate with the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing. (Note: This endorsement requires a general ML exception and a special exception regarding Definition of Coverage Cut-Off Date in Schedule B of the preliminary report, title commitment and policy).
122.2-06	Construction Lender Advance (Lender)	Lender: Extended	80% based upon amount of advance, Min \$250
123.1-06 (ALTA 3-06)	Zoning, Unimproved Land (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	15% 15% 15% 15%

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
123.2-06 (ALTA 3.1-06)	Zoning, Completed Structure (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	25% 25% 20% 20%
123.3-06 (ALTA 3.2-06)	Zoning, Land Under Development (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	25% 25% 20% 20%
124.1-06	Covenants are Binding (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	20% 20% 15% 15%

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
124.2-06	Covenants in Lease are Binding (Lessee or Lender)	Owner Lessee, only: Extended Standard Lender all policies: Extended	20% 20%  15% (only one charge applies when both endorsements 124.2-06 and 124.3-06 are issued on one policy) 15% (only one charge applies when both endorsements 124.2-06 and 124.3-06 are issued on one policy)

			CHARGE (Percentage of applicable Base Rate unless
CLTA NO.	DESCRIPTION	POLICY FORM	otherwise indicated)
124.3-06	Covenants in Lease are Binding (Lessee or Lender)	Owner Lessee, only: Extended Standard Lender all policies:	20% 20%
		Extended	15% (only one charge applies when both endorsements 124.2-06 and 124.3-06 are issued on one policy) 15% (only one charge applies when both endorsements 124.2-06 and
			124.3-06 are issued on one policy)
125-06 (ALTA 2-06)	Truth in Lending (Lender)	Lender: Extended	10%, Min \$25, Max \$100.
127-06 (ALTA 15-06)	Nonimputation – Full Equity Transfer (Owner)	Owner: Extended Standard	10% 10%
127.1-06 (ALTA 15.1-06)	Nonimputation – Additional Insured (Owner)	Owner: Extended Standard	10% based on percentage interest acquired by Additional Insured 10% based on percentage interest acquired by Additional Insured

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
127.2-06 (ALTA 15.2-06)	Nonimputation – Partial Equity Transfer (Owner)	Owner: Extended Standard	10% 10%
128-06 (ALTA 16-06)	Mezzanine Financing (Owner)	Owner: Extended Standard	20% based on amount of Mezzanine Loan 20% based on amount of Mezzanine Loan
129-06 (ALTA 18-06)	Single Tax Parcel (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	\$100 \$100 \$100 \$100
129.1-06 (ALTA 18.1-06)	Multiple Tax Parcels (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	\$100 \$100 \$100 \$100
130-06 (ALTA 20-06)	First Los, Multiple Parcel Transactions (Lender)	Lender: Extended Standard	10% 10%
132-06 (ALTA 27-06)	Usury (Lender)	Lender: Extended Standard	\$150 \$150
133-06 (ALTA 24-06)	D.B.A. Doing Business (Lender)	Lender: Extended Standard	\$100 \$100
134-06 (ALTA 29-06)	SWAP Interest Rate Swap, Direct Obligation (Lender)	Lender: Extended Standard	10% 10%
134.1-06 (ALT 29.1-06)	SWAP Interest Rate Swap, Additional Interest (Lender)	Lender: Extended Standard	10% 10%

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
134.2-06 (ALT 29.2-06)	SWAP Interest Rate Swap, Direct Obligation – Defined Amount (Lender)	Lender: Extended Standard	10%, plus 100% of Basic Rate for Additional Liability shown in Endorsement. 10%, plus 100% of Basic Rate for Additional Liability shown in Endorsement.
134.3-06 (ALT 29.3-06)	SWAP Interest Rate Swap, Additional Interest – Defined Amount (Lender)	Lender: Extended Standard	10%, plus 100% of Basic Rate for Additional Liability shown in Endorsement. 10%, plus 100% of Basic Rate for Additional Liability shown in Endorsement.
135-06 (ALTA 30-06)	One to Four Family Shared Appreciation (Lender, Residential, only)	Lender: Extended Standard	N/C N/C
135.1-06 (ALTA 30.1-06)	Commercial Participation Interest (Lender)	Lender: Extended	N/C
136-06 (ALTA 31-06)	Severable Improvements (Lender)	Owner: Extended Lender: Extended	N/C N/C

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
137-06 (ALTA 32-06)	Construction Loan, Loss of Priority (Lender)	Lender: Extended	Pricing is commensurate with the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing.

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
137-06 (ALTA 32.1-06)	Policy Insuring Construction Loan, LOP Direct Payment (Lender)	Lender: Extended	Pricing is commensurate with the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing. (Note: This endorsement requires a general ML exception and a special Schedule B Exception regarding Definition of Mechanics' Lien Limit in the Preliminary report, title commitment and policy.)

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
137.2-06 (ALTA 32.2-06)	Construction Loan, Loss of Priority, Insure's Direct Payment (Lender)	Lender: Extended	Pricing is commensurate with the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing. (Note: This endorsement requires a general ML exception and a special Schedule B Exception regarding Definition of Mechanics' Lien Limit in the Preliminary report, title commitment and policy.)

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
138-06 (ALTA 33-06)	Disbursement (Lender)	Lender: Extended	Pricing is commensurate with the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing. (Note: This endorsement requires a general ML exception and a special Schedule B Exception regarding Definition of Mechanics' Lien Limit in the Preliminary report, title commitment and policy.)
139-06 (ALTA 34-06)	Identified Risk Coverage (Lender)	Owner: Extended  Lender: Extended Standard	10%, Min \$100 and Max \$500 N/C N/C
140-06 (ALTA 35-06)	Minerals & Other Subsurface Substances, Buildings (Owner or Lender)	Owner: Extended Lender: Extended Standard	10%, Min \$100 and Max \$500 N/C N/C

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
140.1-06 (ALTA 35.1-06)	Minerals & Other Subsurface Substances, Buildings, Described Improvements (Owner or Lender)	Owner: Extended  Lender: Extended Standard	10%, Min \$100 and Max \$500 N/C N/C
140.2-06 (ALTA 35.2-06)	Minerals & Other Subsurface Substances, Buildings, Improvements (Owner or Lender)	Owner: Extended Lender: Extended Standard	10%, Min \$100 and Max \$500 N/C N/C
140.3-06 (ALTA 35.3-06)	Minerals & Other Subsurface Substances, Land Under Development (Owner or Lender)	Owner: Extended Lender: Extended Standard	Pricing is commensurate with the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing.

CLTA NO. 141-06 (ALTA 36-06)	DESCRIPTION  Energy Project, Leasehold/Easement (Owner's)	POLICY FORM Owner: Extended Standard	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)  Pricing is commensurate with the loss of priority
			risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing.
141.1-06 (ALTA 36.1-06)	Energy Project, Leasehold/Easement (Lender)	Lender: Extended Standard	Pricing is commensurate with the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing.

CLTA NO. 141.2-06 (ALTA 36.2-06)	<b>DESCRIPTION</b> Energy Project, Leasehold (Owner)	POLICY FORM Owner: Extended	CHARGE (Percentage of applicable Base Rate unless otherwise indicated) Pricing is commensurate with
(12171 00:2 00)	(Gillion)	Standard	the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing.
141.3-06 (ALTA 36.3-06)	Energy Project, Leasehold (Lender)	Lender: Extended Standard	Pricing is commensurate with the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing.

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
141.4-06 (ALTA 36.4-06)	Energy Project, CC&R's, Land Under Development (Owner)	Owner: Extended Standard	Pricing is commensurate with the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing.
141.5-06 (ALTA 36.5-06)	Energy Project, CC&R's, Land Under Development (Lender)	Lender: Extended Standard	Pricing is commensurate with the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing.

CLTA NO.	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
141.6-06 (ALTA 36.6-06)	Energy Project, Encroadhments (Owner or Lender)	Owner: Extended Standard Lender: Extended Standard	Pricing is commensurate with the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing.
142-06 (ALTA 39-06)	Authentication (Owner or Loan)	All Policies	N/C

SPECIAL ENDS	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
SE-1-06	Additional Insured Shared Liabillity (Owner)	Owner: Extended Standard	\$50 \$50
SE-11-06	Fairway – Partnership (also see SE-76-06 thru SE-78-06)	Owner: Extended Standard Lender Extended Standard	10%, Min \$500, Max \$1,000 10%, Min \$500, Max \$1,000 10%, Min \$500, Max \$1,000 10%, Min \$500, Max \$1,000
SE-16-06	Foreign Currency	Lender: Extended Standard	N/C N/C
SE-21-06	Optionee's Endorsement	Owner: Extended Standard	N/C N/C
SE-28-06	Date Down	Lender: Extended Standard	10% based upon unpaid balance of loan. 10% based upon unpaid balance of loan.
SE-76-06	Fairway (LLP) (Owner or Loan)	Owner: Extended Standard Lender: Extended Standard	10% Min \$500, Max \$1,000 10% Min \$500, Max \$1,000 10% Min \$500, Max \$1,000 10% Min \$500, Max \$1,000

			CHARGE
			(Percentage of applicable
		POLICY	Base Rate unless
SPECIAL ENDS	DESCRIPTION	FORM	otherwise indicated)
SE-77-06	Fairway (LLC) (Owner or Loan)	Owner: Extended	10% Min \$500, Max \$1,000
	(Owner or Loan)	LXterided	10% Min \$500, Max \$1,000
		Standard	
		1 1	10% Min \$500, Max \$1,000
		Lender: Extended	10% Min \$500, Max \$1,000
		LXterided	
		Standard	
SE-78-06	Fairway (LP) (Owner	Owner:	400/ Min #500 Man #4 000
	or Loan)	Extended	10% Min \$500, Max \$1,000 10% Min \$500, Max \$1,000
		Standard	1070 Will \$300, Wax \$1,000
			10% Min \$500, Max \$1,000
		Lender:	10% Min \$500, Max \$1,000
		Extended	
		Standard	
SE-91	Deletion of	Owner:	11/2
	Arbitration 2006 Owner's Policy	Extended Standard	N/C N/C
SE-93	Deletion of	Lender:	14/0
	Arbitration 2006	Extended	N/C
	Loan Policy	Standard	N/C
Se-132-06	Insured Successor	Owner:	200/
	Owner's Policy	Extended Standard	20%
SE-137	Insured Successor	Lender:	-
	Loan Policy	Extended	10%
05.400	OLTA L'ELECT	Standard	10%
SE-138	CLTA Litigation Guarantee	CLTA Litigation	10%, Min \$100
	Endorsement	Guarantee,	
		Only	
SE-169-06	Optional Advance	Lender:	ФОБ
	(ALTA 2006 Loan Residential)	Extended Standard	\$25 \$25
	residential)	Januaru	ΨΔΟ

		POLICY	CHARGE (Percentage of applicable Base Rate unless
SPECIAL ENDS	DESCRIPTION	FORM	otherwise indicated)
SE-170-06	Revolving Credit Loan Obligatory Advance (ALTA 2006 Lona Non- Residential)	Lender: Extended Standard	\$25 \$25
SE-172-06	Recharacterization (Lender)	Lender: Extended Standard	10% Min \$100, Max \$500 10% Min \$100, Max \$500
SE-186	Blank Endorsement	Owner: Extended Standard Lender: Extended Standard	Pricing is commensurate with the loss of priority risk and the issuance of these forms must be authorized in writing by State Regional Underwriting Counsel or higher per Company's underwriting requirements prior to closing.
SE-188	Lack of Signatures (Owner's)	Owner: Extended Standard	N/C N/C
SE-247-06	Lost Dollar (Loan)	Lender: Extended Standard	20%, Min \$250, Max \$2,000 20%, Min \$250, Max
SE-249	ALTA U.S. Policy Date Down	ALTA US Policy, only	\$2,000 10%, Min \$50
SE-250-06	Bringdown	Lender: Extended Standard	50% based upon unpaid balance of Loan and additional 10% if paragraph 1(f)* correction added. 50% based upon unpaid balance of Loan and additional 10% if paragraph 1(f)* correction added.

SPECIAL ENDS	DESCRIPTION	POLICY FORM	CHARGE (Percentage of applicable Base Rate unless otherwise indicated)
SE-251-06	Extension of Due Date of Promissory Note (110.5E-06)	Lender: Extended	\$300
SE-252-06	Extension of Due Date and Other Matters (110.5EL- 06)	Lender: Extended	\$300
SE-318-06	TSG, Taxes and Assessment Endorsement	Ltd TSG #259	\$10
SE-319-06	TSG Publication Endorsement (F/F is for Freddie Mac/Fannie Mae)	F/F TSG #260	\$15
SE-320-06	TSG Additional Information (F/F is for Freddie Mac/Fannie Mae)	F/F TSG #261	\$200
SE-321-06	TSG Special Assessments Endorsement (F/F is for Freddie Mac/Fannie Mae)	F/F TSG #262	\$75
SE-322-06	Courtesy Endorsement (when issued with the Limited TSG)	Limited TSG	\$25
SE-323-06	Publication Endorsement (when issued with the Limited TSG)	Limited TSG	\$25
SE-324-06	Sale Endorsement (when issued with the Limited TSG)	Limited TSG	\$25

#### PART VIII

#### MANUFACTURED - MOBILE HOME POLICY

#### 8.1 MANUFACTURED HOME/MOBILE HOME POLICY

This coverage is to be used to insure interests in manufactured homes and mobile homes that have been registered with the California Department of Housing and Community Development. It is not be used when the manufactured home or mobile home has been placed on a permanent foundation or converted to real property.

Transactions under this section shall be priced using the following table. Commercial Short term rate shall not apply to this section.

Amount of Liability	Rate	
Up to \$40,000	\$300 minimum	
\$40,0001 to \$100,000	Add \$2.50 per \$1000	
\$100,001 to \$150,000	Add \$2.00 per \$1000	
\$150,001 to \$200,000	Add \$1.50 per \$1000	
Above \$200,000	Add \$1.00 per \$1000	

- A. Owner's Policy: 100% of the above rate table. Minimum: \$300.00.
- B. Loan Policy Only: 80% of the above rate table. Minimum: \$300.00
- C. Loan Policy concurrent with owner's policy where the loan policy liability does not exceed owner's policy liability: \$50.00
- D. Loan Policy concurrent with owner's policy where the loan policy liability exceeds owner's policy liability:

\$50.00 for the amount not exceeding owner's liability, plus 80% of the difference between the policy charge at the owner's insurance amount and the policy charge at the loan insurance amount.