

## The State of Rhode Island

## MANUAL OF TITLE INSURANCE PREMIUMS

Effective as of March 1, 2023

**WFG National Title Insurance Company** 12909 SW 68<sup>th</sup> Parkway, Suite 350

Portland, OR 97223
Ph: (503) 387-3636

Fax: (503) 974-9596

## **CONTENTS**

1		INT	ΓRΟΙ	DUCTION	1
2		GE	NER	AL RULES FOR USE OF RATES	2
	2.	1	DEI	FINITIONS	2
		2.1.	.1	Acquisition Loan	2
		2.1	.2	Company	2
		2.1.	.3	Expanded Coverage	2
		2.1.	.4	Offering Provider	2
		2.1.	.5	Purchase Transaction	2
		2.1.	.6	Finance Loan	2
		2.1	.7	Short Form Policy	2
		2.1	.8	Standard Coverage	2
		2.1	.9	State	3
		2.1.	.10	TRID Transaction	3
	2.	2	AM	OUNT OF INSURANCE	3
		2.2.	.1	Owner's Policies	3
		2.2	.2	Loan Policies	3
		2.2.	.3	Other Interests	4
		2.2.	.4	Co-Insurance	4
	2. T	_		ANSFERS NOT CONSIDERED AN ACQUISITION LOAN/PURCHASE	
	2.	4	COI	MPUTATION OF RATES	4
	2.	5	ELI	MINATION OF FRACTIONAL DOLLARS/ROUNDING	4
	2.	6	INC	CREASE IN POLICY LIABILITY	5
	2.	7	FEI	DERAL RULE COMPLIANCE	5
3		BA	SIC F	RATE TABLE	6
	3.	1	RA	ΓΕ TABLE	6
4		OW	/NEF	R'S INSURANCE	7
	4.	1	OW	NER'S INSURANCE	7
	4.	2	LEA	ASEHOLD OWNER'S INSURANCE	7
	4.	3	AL	ΓA U.S. POLICY FORM	7
	4.	4	SUF	RVEY EXCEPTION DELETION	7
5		BA	SIC I	LENDER INSURANCE RATES	8

5.1	LOAN POLICY FOR ACQUISITION LOAN
5.2 BY E	LENDER'S INSURANCE ON (RE)FINANCE OF PROPERTY ALREADY OWNED 8
5.3	SHORT FORM LOAN POLICIES. 8
5.4	LEASEHOLD LENDER'S INSURANCE
5.5	SURVEY EXCEPTION DELETION
6 SII	MULTANEOUS ISSUE RATES9
6.1	OWNER'S AND LOAN POLICIES9
6.2	MULTIPLE LOAN POLICIES9
6.3	OWNERS & LEASEHOLD POLICIES
6.4	COMBINATIONS OF OWNER'S, LEASEHOLD & LOAN POLICIES
7 LE	ENDER'S SPECIAL RATES10
7.1	APPLICABLE PROVISIONS AND RESTRICTIONS
7.2	AGGREGATION OF ORDERS FOR RATE CATEGORIES10
7.3	LENDER'S SPECIAL RATE CATEGORIES
7.3	3.1 Lender's Special Rate 1 – Minimum 100 Orders
7.3	3.2 Lender's Special Rate 2 – Minimum 200 Orders
7.4	HE <sup>2</sup> - HOME EQUITY 2 <sup>nd</sup> GENERATION TITLE INSURANCE POLICY12
8 SP	PECIALTY LENDER'S POLICIES
8.1 RES	ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN AND SHORT FORM IDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY
8.2	MORTGAGE PROTECTION GUARANTEE ("MPG")13
8.3 ("MN	RESIDENTIAL LIMITED COVERAGE MORTGAGE MODIFICATION POLICY MP")
9 EN	NDORSEMENTS14
9.1	Endorsements to Loan Policy in TRID Transactions
9.2	Endorsements to Owner's Policies and Loan Policies in Non-TRID Transactions14
9.3	General Rules
10	CLOSING PROTECTION LETTER ("CPL")
10.1	CPL COVERAGE
10.2	CPL FEE

## 1 INTRODUCTION

The rules and procedures contained in this manual are in no manner, either express or implied, to be construed as establishing or changing the underwriting standards or rules and procedures pertaining to title and escrow practices followed by WFG National Title Insurance Company and its agents. They are shown solely to properly apply the applicable rates, charges and fees.

The rates for title insurance policies and endorsements issued by agents and/or employees of WFG National Title Insurance Company are set forth in this manual. The rates shown are the all-inclusive title insurance fees and charges and includes both the risk portion and the service or work portion, but does not include charges for title search, surveys, escrow, closing services, settlement services, recording fees, other charges, or other monies advanced on behalf of an applicant.

## 2 GENERAL RULES FOR USE OF RATES

#### 2.1 **DEFINITIONS**

#### 2.1.1 Acquisition Loan

An "Acquisition Loan" is a loan secured by a mortgage on property made contemporaneously with the acquisition of that property by the borrower, except as set forth in Section 2.3.

#### 2.1.2 Company

The "Company" shall mean WFG National Title Insurance Company, a South Carolina corporation, which is the insurer filing this rate manual.

#### 2.1.3 Expanded Coverage

"Expanded Coverage" refers to title insurance coverage provided under the ALTA Homeowner's Policy or the ALTA Expanded Coverage Residential Loan Policy or variant approved for use in the State.

#### 2.1.4 Offering Provider

"Offering Provider" refers to the Company, WFG National Lender Services, LLC, or an agent appropriately licensed and authorized to issue title insurance policies on behalf of the Company.

#### 2.1.5 Purchase Transaction

"Purchase Transaction" refers to a transaction in which real property is being acquired by a new owner, except as set forth in Section 2.3.

#### 2.1.6 Finance Loan

A "Finance Loan" is any loan secured by a mortgage, security deed or deeds to secure debt on property, which is not an Acquisition Loan.

#### 2.1.7 Short Form Policy

"Short Form Policy" is an abbreviated Policy that insures the insured in accordance with and subject to the terms, exclusions and conditions as set forth in the corresponding long form ALTA Loan Policy, all of which are incorporated by reference in the Short Form policies.

Unless specifically noted, computation of rates for a Short Form Policy shall be the same as for the corresponding long form policy.

#### 2.1.8 Standard Coverage

"Standard Coverage" refers to title insurance coverage provided under the ALTA standard owner's or loan policy or variant approved for use in the State.

# WFG NATIONAL TITLE INSURANCE COMPANY 2. GENERAL RULES FOR USE OF RATES

#### 2.1.9 **State**

"State" shall mean the State of Rhode Island.

#### 2.1.10 TRID Transaction

"TRID Transaction" refers to a transaction which involves a single one to four family residential structure or transaction for which the rules of the Bureau of Consumer Finance Protection, (the "BCFP") 12 C.F.R. part 1026 require the issuance of a Loan Estimate and Closing Disclosure form. A TRID Transaction does not include bulk purchases or financing of multiple single family residences or multiple condominium or apartment units unless the rules of the BCFP otherwise require the issuance of a Loan Estimate and Closing Disclosure form.

#### 2.2 AMOUNT OF INSURANCE

#### 2.2.1 Owner's Policies

Owner's title insurance policies, including Owner's policies insuring a leasehold interest, will not be issued for less than the full value of the land, including any improvements or appurtenances, if applicable, as determined by:

- the contract purchase price for sale of the land including the value of any assumed liens or obligations;
- the appraised value of the land; or
- a good faith estimate of the value of the land.

#### 2.2.2 Loan Policies

Loan title insurance policies (including Loan policies insuring a leasehold interest will be issued in the amount equal to the face value of the insured mortgage, except:

- If the value of the insured land or the equity of the mortgagor is less than the face amount of the mortgage, then the amount of insurance may be equal to the value of the land or the equity of the mortgagor in the land.
- If the mortgage includes provisions for negative amortization, shared appreciation, or interest or other costs to be added to the indebtedness and secured by the mortgage, the policy may be written in an amount greater than the face amount of the mortgage, but no more than 125% of the face amount of the mortgage.
- If the indebtedness secured by the mortgage is also secured by mortgages on other property, the policy may be written in an amount equal to the amount of the indebtedness allocated by the insured to be secured by the land provided the values of the other property or properties is equal to or greater than the amount of the indebtedness not allocated to the insured properties.

# WFG NATIONAL TITLE INSURANCE COMPANY 2. GENERAL RULES FOR USE OF RATES

#### 2.2.3 Other Interests

Policies insuring any interest other than a fee ownership, loan or leasehold will not be issued for less than the value of the insured's interest in the land.

#### 2.2.4 Co-Insurance

If Company is a co-insurer with other title insurers, the amount of insurance may be less than the amounts set forth in paragraphs 2.2.1-2.2.3, provided the total liability of all co-insurers complies with the amount of insurance requirements set forth in this section.

# 2.3 TRANSFERS NOT CONSIDERED AN ACQUISITION LOAN/PURCHASE TRANSACTION

The following transfers, when made without payment of valuable consideration other than assumption of or acquisition subject to existing debt secured by the property to be insured, shall NOT be considered when determining whether a loan is an Acquisition Loan or a transaction is a Purchase Transaction:

- A transfer to or from a spouse;
- A transfer to or from a revocable trust of which the borrower, and/or the borrower's spouse is the beneficiary during their lifetimes;
- A transfer to or from an entity wholly owned by the borrower and/or borrower's spouse;
- Transfers by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
- A transfer to successors by dissolution, merger, consolidation, distribution, or reorganization;
- A transfer to successors by conversion to another kind of entity;
- Transfers to an entity if;
  - o the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the grantor; or
  - o the grantee wholly owns the stock, shares, memberships, or other equity interests grantor; or
  - o the grantee is wholly-owned by an affiliated entity of grantor, provided the grantor and the grantee are both wholly-owned by the same person or entity.

#### 2.4 COMPUTATION OF RATES

The amount of coverage for premium calculation purposes shall be rounded to the next highest \$1,000 of liability.

#### 2.5 ELIMINATION OF FRACTIONAL DOLLARS/ROUNDING

Whenever any rate, calculated according to the formulas set forth herein, results in a premium

# WFG NATIONAL TITLE INSURANCE COMPANY 2. GENERAL RULES FOR USE OF RATES

rate which includes a fraction of a dollar, any fractional portion of a dollar shall be rounded up to the next higher dollar.

#### 2.6 INCREASE IN POLICY LIABILITY

Whenever an increase in the amount of insurance shown in Schedule A of a policy of title insurance issued by the Company is applied for by the insured under said policy, the rate to be charged for such increase shall be based upon insurance rates in effect as of the date of the application for the increase. The incremental liability shall be charged at the Basic Rate applicable to the policy type originally issued, giving consideration in the current Basic Rate Table to amounts previously insured.

#### 2.7 FEDERAL RULE COMPLIANCE

In compliance with the rules and regulations of the Bureau of Consumer Finance Protection (BCFP), 12 C.F.R.-part 1026, and notwithstanding any rates computed pursuant to other provisions of this manual, the Company and its agents may charge and collect a lower rate to conform with an amount computed in good faith and submitted to a consumer on the federally required Loan Estimate form for a given consumer and transaction. Any such deviation shall be discretionary on the part of the office issuing the title policy or closing the transaction. Where the rate computed pursuant to this manual is less than the amount quoted on the Loan Estimate, the consumer will be charged the lower rate. In consideration of statutory requirements to maintain the solvency and claims paying ability of insurers, any accepted deviation below the rates in this manual shall be a dollar for dollar reduction in the agent's or closing office's share of such premium.

## 3 BASIC RATE TABLE

### 3.1 RATE TABLE

Liability Levels are rounded up in increments of \$1,000 with the following rates charged per \$1,000 of Liability	Owner's & Leasehold Owner's Policies	Acquisition Loan Policies	Finance Loan Policies
Up to \$2,000,000 of liability – rate per \$1,000	\$3.50	\$2.50	\$1.50
	,	'	
Over \$2,000,000, per additional \$1,000	\$3.00	\$2.00	\$1.20

# Minimum Rate – \$100.00, unless otherwise stated

For policy liabilities greater than \$2,000,000, the Company reserves the right to charge premium in an amount it deems appropriate for the entire policy, but in no instance will the premium exceed the over \$2,000,000 rate for the appropriate policy type shown above.

#### 4 OWNER'S INSURANCE

#### 4.1 OWNER'S INSURANCE

A Standard Coverage Owner's policy will be issued at the premium for the respective liability amounts as set forth for Owner's & Leasehold Owner's Policies in Section 3.1 Rate Table.

An Expanded Coverage Owner's Policy (a/k/a ALTA Homeowner's Policy) will be issued at 110% of the premium for the respective liability amounts as set forth for Owner's & Leasehold Owner's Policies in Section 3.1 Rate Table. The minimum rate shall be \$125.00.

#### 4.2 LEASEHOLD OWNER'S INSURANCE

The ALTA Form Leasehold Owner's Policy has been withdrawn and replaced with the ALTA Form 13 (Owner's) Endorsement. When appropriate and upon satisfaction of underwriting requirements, the ALTA Form 13 (Owner's) leasehold endorsement will be added to the appropriate Owner's Title Insurance policy at no additional cost.

#### 4.3 ALTA U.S. POLICY FORM

The ALTA U.S. Policy Form 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 an ALTA Standard Coverage Owner's Policy. Therefore pricing for this policy shall be governed by the rules for a Standard Coverage Owner's Policy in Section 4.1. On occasion, a federal agency may call for bids for title insurance product and services in conjunction with a specific project. The Company reserves the right to revise or alter their pricing in order to provide competitive bids when provided the opportunity.

#### 4.4 SURVEY EXCEPTION DELETION

The rate is \$100.00 for the survey exception to be deleted from an Owner's Policy. A Survey Affidavit or a survey is required in order to qualify for this rate.

## 5 BASIC LENDER INSURANCE RATES

### 5.1 LOAN POLICY FOR ACQUISITION LOAN.

• A Standard Coverage loan policy, including a policy insuring a leasehold interest, will be issued insuring an Acquisition Loan at the premium for the respective liability amounts as set forth for Acquisition Loan policies in Section 3.1 Rate Table.

An Expanded Coverage Loan Policy, including a policy insuring a leasehold interest, will be issued insuring an Acquisition Loan at 110% of the premium for the respective liability amounts as set forth for Acquisition Loan policies in Section 3.1 Rate Table. The minimum rate shall be \$125.00.

# 5.2 LENDER'S INSURANCE ON (RE)FINANCE OF PROPERTY ALREADY OWNED BY BORROWER.

- A Standard Coverage loan policy will be issued insuring a Finance Loan at the premium for the respective liability amounts as set forth for Finance Loan policies in Section 3.1 Rate Table. The minimum rate shall be \$75.00.
- An Expanded Coverage Loan Policy will be issued insuring a Finance Loan at 110% of the premium for the respective liability amounts as set forth for Finance Loan policies in Section 3.1 Rate Table. The minimum rate shall be \$75.00.

#### 5.3 SHORT FORM LOAN POLICIES.

The rate for a Short Form Loan Policy shall be the same as for a regular loan policy of a given type of coverage as set forth in subsection 5.1 and 5.2 above.

#### 5.4 LEASEHOLD LENDER'S INSURANCE

The ALTA Form Leasehold Lender's Policy has been withdrawn and replaced with the ALTA Form 13.1 (Lender's) Endorsement. When appropriate and upon satisfaction of underwriting requirements, the ALTA Form 13.1 (Lender's) leasehold endorsement will be added to the appropriate Loan Title Insurance policy at no additional cost.

#### 5.5 SURVEY EXCEPTION DELETION

The rate is \$25.00 for the survey exception to be deleted from the Loan policy. A Survey Affidavit or survey is required in order to qualify for this rate.

#### **6 SIMULTANEOUS ISSUE RATES**

#### 6.1 OWNER'S AND LOAN POLICIES

When an owner's policy (including one insuring a leasehold interest) and one or more loan policies are issued simultaneously, the owner's policy will be charged at the applicable rate for the type of owner's policy being issued as set forth in Section 4 and each loan policy(ies) will be charged at a flat fee of \$50.00 per loan policy issued, provided that the liability amount of the loan policy(ies) does not exceed the liability amount of the owner's policy. If the liability amount of the loan policies exceeds the liability amount of the owner's policy, the premium for the incremental insured value over and above the liability amount of the owner's policy will be computed based on the incremental insured value based on the appropriate type of Acquisition Loan policy set out in Section 5.1 of the Basic Lender Insurance Rates.

This simultaneous issue rate applies only when the Company is concurrently issuing two or more policies insuring the same property.

#### 6.2 MULTIPLE LOAN POLICIES

When two or more loan policies of the same type are issued simultaneously, the individual loan policy liabilities shall be aggregated and that aggregate liability amount will be used to calculate the title premium applicable to the type of loan policy being issued as set forth in Section 5.

When an Expanded Coverage loan policy is issued simultaneously with a Standard Coverage loan policy, title premium will be computed on the mortgage intended to be recorded first based on the type of loan policy to be issued on the senior mortgage. The premium for each subsequent loan policy will be computed based on the incremental insured value over and above the amount of the prior loan(s) as if the prior loan policy(ies) was of the same type.

This simultaneous issue rate applies only when the Company is concurrently issuing two or more policies insuring the same property, one of which is an owner's policy (including one insuring a leasehold interest).

#### 6.3 OWNERS & LEASEHOLD POLICIES

When an owner's policy insuring the fee ownership and an owner's policy insuring a leasehold interest are issued simultaneously, the owner's policy insuring the fee interest will be charged at the applicable rate for the type of owner's policy being issued, as set forth in Section 4. The policy insuring the leasehold interest will be charged at 60% of the applicable rate for the type of policy(ies) being issued covering the leasehold policy. The minimum charge for a concurrent policy insuring a leasehold interest shall be \$100.00.

This simultaneous issue rate applies only when the Company is concurrently issuing two or more policies insuring the same property.

### 6.4 COMBINATIONS OF OWNER'S, LEASEHOLD & LOAN POLICIES.

When other combinations of policies are issued simultaneously, the owner's policy insuring the fee interest will be charged the applicable rate for the type of owner's coverage being issued

# WFG NATIONAL TITLE INSURANCE COMPANY 6. SIMULTANEOUS ISSUE RATES

as set forth in Section 4, and the remaining policies will be issued at the simultaneous issue rates set forth in sections 6.1, 6.2 or 6.3, as applicable.

## 7 LENDER'S SPECIAL RATES

#### 7.1 APPLICABLE PROVISIONS AND RESTRICTIONS

Lender's Special Rates are only made available to selected lenders who not only provide a high volume of business to the Offering Provider but work with the Offering Provider to develop systems, processes and computer integrations, centralized order processing and tracking, and other controls and economies of scale that enable a more highly efficient, lower cost provision of title services and insurance. The Lender's Special Rates are only available when ALL of the following conditions are met.

- Lender's Special Rates are available only for a Finance Loan. Lender's special rates are not available at the time of an initial purchase of the property.
- The property insured must be a one-to-four family residential property.
- The loan to be made is intended to be placed in a first mortgage lien position as to the property.
- The insured loan amount does not exceed the maximum liability in the appropriate rate tables as set forth in Section 7.3.
- The Offering Provider has in place or is developing centralized electronic order processing and tracking capabilities and/or systems integrations to service the lender.
- The order must be opened electronically and escrow functions (if any) are performed by the Offering Provider.
- All parties must agree to accept a title search or title commitment issued in contemplation of the issuance of an ALTA Short Form Policy or other loan policy that includes general exceptions in regards to taxes and assessments, easements, and covenants, conditions and restrictions.
- The Offering Provider has entered into an addendum to their agency agreement or a separate another agreement with the Company specifically authorizing it to provide Lender's Special Rates to certain enumerated lenders.

#### 7.2 AGGREGATION OF ORDERS FOR RATE CATEGORIES

The Lender's Special Rates are to recognize and encourage the greater efficiencies and economies of scale that can result from the development of highly integrated and automated systems and work-flows both within the Offering Provider and between the Offering Provider and lender.

# WFG NATIONAL TITLE INSURANCE COMPANY 7. LENDER'S SPECIAL RATES

In order to qualify for Lender's Special Rates, the lender and Offering Provider will discuss their respective needs; develop plans for workflows and systems to efficiently transmit, receive and process the title orders and as to any changes in processes required and systems to be integrated. At that point, they will reach agreement as to the Lender's Special rate category to be provided the lender, and an understanding that, consistent with the vagaries of the ever-changing refinance lending market, the lender will endeavor in good faith to provide the Offering Provider title orders meeting the minimum number required to qualify for the agreed rate category, subject to any agreed ramp-up periods.

As the economies of scale are best achieved on a nationally integrated basis, for purposes of meeting agreed minimums, all orders placed by the lender and any of its affiliates to Offering Provider and Offering Provider's affiliates in any jurisdiction may be aggregated.

As rules and regulations of the Bureau of Consumer Finance Protection (BCFP), 12 C.F.R. part 1026 require lenders to provide accurate estimates of title and closing costs well in advance of closing and to abide by those estimates, the failure of a lender to strictly meet estimated minimum volumes for a given rate category in any given month or months, shall not disqualify the lender from being accorded the benefit of the agreed upon rate category until such time as the lender and Offering Provider have amended their agreement.

#### 7.3 LENDER'S SPECIAL RATE CATEGORIES

#### 7.3.1 Lender's Special Rate 1 – Minimum 100 Orders

Liability	Premium
\$0 to \$100,000	\$380.00
\$100,001 to \$200,000	\$400.00
\$200,001 to \$250,000	\$405.00
\$250,001 to \$500,000	\$635.00
\$500,001 to \$700,000	\$780.00
\$700,001 to \$1,000,000	\$920.00
\$1,000,001 to \$1,200,000	\$1,045.00
\$1,200,001 to \$1,500,000	\$1,120.00
\$1,500,001 to \$1,800,000	\$3,100.00
\$1,800,001.00 to \$2,000,000.00	\$3,600.00

#### 7.3.2 Lender's Special Rate 2 – Minimum 200 Orders

Liability	Premium
\$0 to \$250,000	\$380.00
\$250,001 to \$500,000	\$560.00
\$500,001 to \$700,000	\$680.00
\$700,001 to \$1,000,000	\$820.00
\$1,000,001 to \$1,200,000	\$945.00
\$1,200,001 to \$1,500,000	\$1,120.00
\$1,500,001 to \$1,800,000	\$3,000.00
\$1,800,001 to \$2,000,000	\$3,500.00

# WFG NATIONAL TITLE INSURANCE COMPANY 7. LENDER'S SPECIAL RATES

# 7.4 HE<sup>2</sup> - HOME EQUITY 2<sup>nd</sup> GENERATION TITLE INSURANCE POLICY

The Home Equity 2<sup>nd</sup> Generation Title Insurance policy is a master policy with individual coverage certificates or electronic confirmations of coverage issued for each property and loan to be insured.

The charge for issuing a certificate for this policy shall be:

- \$45.00 per transaction for residential home equity loans up to \$250,000
- \$75.00 per transaction for residential home equity loans over \$250,000 and up to \$500,000.
- \$250.00 per transaction for residential home equity loans over \$500,000 and up to \$750.000.
- \$300.00 per transaction for residential home equity loans over \$750,000 and up to \$1,000,000

This pricing does not include any charges for title searches, examinations, legal fees, property reports, credit reports, recording fees, other charges, or other monies advanced on behalf of the insured or borrower, any of which may be charged at amounts agreed with the lender.

Because of the low price and risk profile of these policies, the pricing does not fit with normal agency splits. These policies may only be issued by an Offering Provider that has entered into an addendum to their agency agreement or a separate agreement with the Company specifically authorizing it to provide this policy to certain enumerated lenders.

Effective March 1, 2023

## 8 SPECIALTY LENDER'S POLICIES

# 8.1 ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN AND SHORT FORM RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY

The charge for issuing the ALTA Residential Limited Coverage Junior Loan Policy or the ALTA Short Form Residential Limited Coverage Junior Loan Policy, is a flat rate premium of \$110.00 for up to \$250,000.00 in liability coverage.

- The ALTA Form JR1 Endorsement (Supplemental Coverage Endorsement) may be issued at no charge if issued simultaneously with the policy. A \$50.00 charge applies if issued post-policy.
- The ALTA Form JR2 Endorsement (Variable Rate/Revolving Credit Endorsement), may be issued at no charge if issued simultaneously with the policy. A \$50.00 charge applies if issued post-policy.

#### 8.2 MORTGAGE PROTECTION GUARANTEE ("MPG")

The Mortgage Protection Guarantee provides assurance that a recorded modification of an existing residential Mortgage will not affect the priority of the Mortgage. Amount of liability is the unpaid principal balance of the loan not to exceed \$2,000,000 liability.

The premium for the "MPG" shall be:

\$0-\$1,000,000	\$125
\$1,000,001 - \$1,500,000	\$250
\$1,500,001 - \$2,000,000	

# 8.3 RESIDENTIAL LIMITED COVERAGE MORTGAGE MODIFICATION POLICY ("MMP")

The Residential Limited Coverage Mortgage Modification Policy provides assurance that a recorded modification of an existing residential Mortgage will not affect the priority of the Mortgage. Amount of liability is the unpaid principal balance of the loan not to exceed \$2,000,000 liability.

The premium for the "MMP" shall be:

\$0-\$1,000,000	\$125
\$1,000,001 - \$1,500,000	\$250
\$1.500.001 - \$2.000.000	\$350

### 9 ENDORSEMENTS

## 9.1 Endorsements to Loan Policy in TRID Transactions

When issued in conjunction with a TRID transaction, any endorsements may be issued for a loan policy without additional charge.

# 9.2 Endorsements to Owner's Policies and Loan Policies in Non-TRID Transactions

Each endorsement to any policy other than a loan policy issued in connection with a TRID Transaction shall be issued for the additional premium set forth in the table below. Where the table refers to a percentage figure, if the premium computed of the policy to which the endorsement is to be attached is computed at Simultaneous Issue rates under Section 6, the premium for the endorsement shall be calculated on the premium which would have applied to the policy had it not been issued at Simultaneous Issue rates.

#### 9.3 General Rules

Situations may arise, where in the opinion of the Company; a scheduled endorsement charge is too low or too high relative to the risk involved, probability of loss or other matters related to underwriting practices. In such cases, the endorsement charge may be adjusted.

Endorsements may be issued ONLY (a) if applicable to the specific facts of the transaction and the property to be insured; (b) if not duplicative with the coverage of another endorsement being issued on a given policy; and (c) as to each endorsement, upon meeting all applicable underwriting guidelines for the endorsement.

Endorsement No.	Owner	Lender
ALTA 3 <sup>1</sup> Zoning – Unimproved Land	\$1.50 per thousand; minimum \$100.00\$	\$1.50 per thousand; minimum \$100.00 \$100
ALTA 3.1 <sup>1</sup> Zoning – Completed Structure	\$1.50 per thousand; minimum \$100.00 \$100	\$1.50 per thousand; minimum \$100.00 \$\$100\$100.00
ALTA 3.2 <sup>1</sup> Zoning – Land Under Development	\$1.50 per thousand; minimum \$100.00	\$1.50 per thousand; minimum \$100.00
ALTA 3.3 <sup>1</sup> Zoning-Completed Improvement-Non-Conforming Use	\$1.50 per thousand; minimum \$100.00	\$1.50 per thousand; minimum \$100.00
ALTA 3.4 <sup>1</sup> Zoning-No Zoning Classification	\$1.50 per thousand; minimum \$100.00	\$1.50 per thousand; minimum \$100.00

<b>Endorsement No.</b>	Owner	Lender
ALTA 4.1		
Condominium-Current Assessments	No charge	No charge
ALTA 5.1 Planned Unit Development-Current Assessments	No charge	No charge
ALTA 6 Variable Rate Mortgage	N/A	\$25.00
ALTA 6.2 Variable Rate Mortgage – Negative Amortization	N/A	\$25.00 – issued only at policy date
ALTA 7 Manufactured Housing Unit	No charge	No charge
ALTA 7.1 Manufacture Housing – Conversion – Loan Policy	N/A	No charge
ALTA 7.2 Manufacture Housing – Conversion – Owner's Policy	No charge	N/A
ALTA 8.1 Environmental Protection Lien	N/A	No Charge
ALTA 8.2 Commercial Environmental Protection Lien	No Charge	No Charge
ALTA 9 Restrictions, Encroachments & Minerals - Loan Policy	N/A	No charge
ALTA 9.1 Covenants, Conditions & Restrictions- Unimproved Land - Owner's Policy	No charge	N/A
ALTA 9.2 Covenants, Conditions & Restrictions - Improved Land – Owner's Policy	No charge	N/A
ALTA 9.3 Covenants, Conditions & Restrictions - Loan Policy	N/A	No charge
ALTA 9.6 Private Rights – Loan Policy	N/A	No charge

Endorsement No.	Owner	Lender
ALTA 9.6.1		
Private Rights-Current Assessments -	N/A	No charge
Loan Policy		
ALTA 9.7 Restrictions, Encroachments,		
Minerals - Land Under Development -	N/A	No charge
Loan Policy		
ALTA 9.8 Covenants, Conditions &		
Restrictions - Land Under Development	No charge	N/A
- Owner's Policy		
ALTA 9.9		
Private Rights - Owner's Policy	No charge	N/A
ALTA 9.10 Restrictions,		
Encroachments, Minerals - Current	N/A	No charge
Violations –Loan Policy	14/71	140 Charge
ALTA 10		
Assignment	N/A	No charge
ALTA 10.1 Assignment and Date		
Down	N/A	No charge
ALTA 11 Mortgage Modification	NT/A	N 1
	N/A	No charge
ALTA 11.1 Mortgage Modification		
with Subordination	N/A	No charge
17504 44034		
ALTA 11.2 Mortgage Modification	<b>3.</b> T / A	NT 1
with Additional Amount of Insurance	N/A	No charge
ALTA 12		
Aggregation – Loan Policy	N/A	No charge
ALTA 12.1		
Aggregation – State Limits – Loan	N/A	No charge
Policy		
ALTA 13		
Leasehold - Owner's Policy	No Charge	N/A
ALTA 13.1		
Leasehold - Loan	N/A	No Charge

Owner	Lender
N/A	No charge
N/A	No Charge
N/A	No Charge
27/4	4.50
N/A	\$50
No charge	N/A
No charge	N/A
No charge	N/A
No charge	N/A
No charge	No charge
No charge	No charge
N. 1	N. 1
No charge	No charge
No charge	No charge
No charge	No charge
No charge	No charge
	N/A N/A N/A N/A N/A No charge

Endorsement No.	Owner	Lender
ALTA 18.3 Single Tax Parcel and ID	No charge	No charge
ALTA 19 Contiguity – Multiple Parcels	No Charge	No Charge
ALTA 19.1 Contiguity – Single Parcel	No charge	No charge
ALTA 19.2 Contiguity – Specified Parcels	No Charge	No Charge
ALTA 20 <sup>1</sup> First Loss – Multiple Parcel Transactions	N/A	No charge
ALTA 22 Location	No charge	No charge
ALTA 22.1 Location and Map	No charge	No charge
ALTA 23 Coinsurance – Single Policy	No Charge	No Charge
ALTA 23.1 Co-Insurance – Multiple Policies	No Charge	No Charge
ALTA 24 Doing Business	N/A	No charge
ALTA 25 Same as Survey	No charge	No charge
ALTA 25.1 Same as Portion of Survey	No charge	No charge
ALTA 26 Subdivision	No charge	No charge
<b>ALTA 27</b> <sup>1</sup> Usury	No charge	No charge

Endorsement No.	Owner	Lender
ALTA 28 Easement – Damage or Enforced Removal	No charge	No charge
ALTA 28.1 Encroachments – Boundaries and Easements	No charge	No charge
ALTA 28.2 Encroachments – Boundaries and Easements – Described Improvements	No charge	No charge
ALTA 28.3 Encroachments-Boundaries and Easements-Described Improvements and Land Under Development	No charge	No charge
ALTA 29 <sup>1</sup> Interest Rate Swap Endorsement— Direct Obligation	N/A	No charge
ALTA 29.1 <sup>1</sup> Interest Rate Swap Endorsement – Additional Interest	N/A	No charge
ALTA 29.2 <sup>1</sup> Interest Rate Swap Endorsement – Direct Obligation – Defined Amount	N/A	No charge
ALTA 29.3 <sup>1</sup> Interest Rate Swap Endorsement – Additional Interest – Defined Amount	N/A	No charge
ALTA 30 Shared Appreciation Mortgage	N/A	No charge
ALTA 30.1 Commercial Participation Interest	N/A	No charge
ALTA 31 Severable Improvements Endorsement	N/A	No charge
ALTA 32 Construction Loan	N/A	No charge

Endorsement No.	Owner	Lender
ALTA 32.1 Construction Loan –Direct Payment	N/A	No charge
ALTA 32.2 Construction Loan – Insured's Direct Payment	N/A	No charge
ALTA 33 Disbursement Endorsement	N/A	No charge
ALTA 34 <sup>1</sup> Identified Risk Coverage	No charge	No charge
ALTA 34.1 <sup>1</sup> Identified Exception – Identified Risk Exception	No charge	No charge
ALTA 35 Minerals and Other Subsurface Substances – Buildings	No charge	No charge
ALTA 35.1  Minerals and Other Subsurface Substances – Improvements	No charge	No charge
ALTA 35.2  Minerals and Other Subsurface Substances – Described Improvements	No charge	No charge
ALTA 35.3  Minerals and Other Subsurface Substances – Land Under Development	No charge	No charge
ALTA 36 Energy Project – Leasehold/Easement - Owner's	No charge	N/A
ALTA 36.1 Energy Project – Leasehold/Easement – Loan	N/A	No charge
ALTA 36.2 Energy Project – Leasehold Owner's Policy	No charge	N/A
ALTA 36.3 Energy Project – Leasehold Loan	N/A	No charge

Endorsement No.	Owner	Lender
ALTA 36.4		
Energy Project – Covenants, Conditions	No charge	N/A
& Restrictions – Land Under	No charge	IN/A
Development – Owner's		
ALTA 36.5		No charge
Energy Project – Covenants, Conditions	N/A	
& Restrictions – Land Under	14/11	
Development – Loan		
ALTA 36.6		No charge
Energy Project – Encroachments	N/A	
ALTA 36.7		
Energy Project – Fee Estate	No charge	N/A
Owner's Policy		
ALTA 36.8		No charge
Energy Project – Fee Estate	N/A	
Loan Policy		
ALTA 37		No charge
Assignment of Rents or Leases	N/A	
ALTA 38		No charge
Mortgage Tax	N/A	
ALTA 39		
Policy Authentication	No Charge	No Charge
ALTA 40		
Tax Credit - Owner's Policy	10%	N/A
ALTA 40.1	No charge	
Tax Credit – Defined Amount -	6	N/A
Owner's Policy		
ALTA 41	No charge	No charge
Water – Buildings	C	
ALTA 41.1	No charge	No charge
Water – Improvements		
ALTA 41.2	No charge	No charge
Water – Described Improvements		

Endorsement No.	Owner	Lender
ALTA 41.3	No charge	No charge
Water – Land Under Development		
ALTA 42		No charge
Commercial Lender Group	N/A	
ALTA 43		No charge
Anti-Taint	N/A	
ALTA 44		No charge
Insured Mortgage Recording	N/A	
ALTA 45		No charge
Pari Passu Mortgage - Loan Policy	N/A	
ALTA 46	N. 1	NT/A
Option	No charge	N/A
ALTA 47		
Operative Law	No charge	N/A
ALTA 47.1		
Operative Law	N/A	No charge
ALTA 47.2 Operative Law		27/4
2013 Homeowner's Policy	No charge	N/A
ALTA 47.3 Operative Law	27/4	N. Cl
2015 Expanded Coverage Residential Loan Policy	N/A	No Charge
ALTA JR1 Supplemental Coverage		No charge
(See Short Form Junior Loan Policy in Section 8.1)	N/A	
ALTA JR2 Variable Rate/Revolving		No charge
Credit (See Short Form Junior Loan	N/A	
Policy in Section 8.1) WFG General Endorsement		
Owner's or Loan Policy	No Charge	No Charge
WFG Arbitration Endorsement	N. C.	N. C
Owner's or Loan Policy	No Charge	No Charge

Endorsement No.	Owner	Lender
WFG Solar Endorsement	No Charge	No Charge

NOTE 1: As footnoted <sup>1</sup>, these endorsements may not be issued without express approval of the Company's Underwriting Department.

NOTE 2: 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 Company's Underwriting Department.

## 10 CLOSING PROTECTION LETTER ("CPL")

## 10.1 CPL COVERAGE

This coverage, which is limited to a specific transaction and is subject to the provisions contained therein, pursuant to the provisions of Rhode Island General Laws § 27-2.6-6, protects and provides coverage to the Lenders and/or Buyer/Borrower, ("covered party") against theft of settlement funds and/or failure to comply with written closing instructions by the proposed insured when agreed to by the title insurance agent relating to title insurance coverage. Such closing or settlement protection shall be provided in connection with the issuance of any loan policy insuring a lender's interest in residential property intended for residential occupancy containing four (4) or less units and may be issued in connection with the issuance of any loan policy insuring a lender's interest in any other type of residential or commercial property. This protection is apart and in addition to the coverage provided under the title insurance policy; however a title insurer may issue closing protection letters only for real estate transactions where its title insurance policies are issued and where its issuing agent or agency is also responsible for the disbursement of settlement funds. The election for this additional coverage must be made prior to or at the time of closing.

#### **10.2 CPL FEE**

The fee for the issuance of such coverage shall be \$25.00 per issuance and shall not be subject to any agreement requiring a division of fees or premiums collected on behalf of the title insurer. The single fee shall be for the protection of all parties receiving the benefit of closing protection, to wit: The buyer(s) or borrower(s) and the lender(s) in connection with the real property transaction giving rise to the issuance of the closing or settlement protection.