

The State of Utah

# MANUAL OF TITLE INSURANCE PREMIUMS

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## **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. Except as noted, the rates shown are the all-inclusive title insurance fees and charges and includes both the risk portion and the charges relating to search, examination of the land records, determination of insurability and preparation of commitments and policies. It does not include charges for surveys, escrow, closing services, tax searches and certificates, municipal lien searches, settlement services, notary services and fees, recording fees, and other charges, or other monies advanced on behalf of an applicant

The Rates and Products contained in this Manual of Title Insurance Premiums are believed to be neither excessive, inadequate, nor unfairly discriminatory and have been arrived at through independent action and research of the Company and based on reasonable price competition with other title insurances companies in the same jurisdiction.

## **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 or deed of trust on property, made contemporaneously with the acquisition of that property by the borrower, except as set forth in Section 2.3.

#### 2.1.2 Basic Rate

"Basic Rate" means a total charge for a policy of a given policy liability calculated in accord with the Basic Rate Table set forth in Section 3.1

#### 2.1.3 Company

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

#### 2.1.4 Expanded Coverage and Extended Coverage

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

"Extended Coverage" refers to title insurance coverage provided under the ALTA owners or loan policy or variant approved for use in the State, which includes coverage for certain offrecord maters and does not contain any "standard" or "regional" exception that limit coverage solely to matter disclosed by those records that impart constructive notice, pursuant to state laws. A Short Form Policy contains broad exceptions, and even though it does not include the same "standard" or "regional" exceptions as a Standard Coverage Policy, is not considered or priced as an Extended Coverage Policy.

#### 2.1.5 **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.

#### 2.1.6 **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.

#### 2.1.7 Finance Loan

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

### 2.1.8 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.

#### 2.1.9 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.

Any previous distinction made between Standard Coverage and Enhanced or Extended Coverage based on the presence or removal of "standard" or "regional" exceptions from a standard coverage ALTA Policy has been eliminated. Rates shown apply to policies from which any or all of the "standard" or "regional" exceptions have been eliminated in compliance with WFG underwriting standards.

#### 2.1.10 State

"State" shall mean the State of Utah.

#### 2.1.11 **TRID Transaction**

"TRID Transaction" refers to a transaction in which the transaction 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 (other than 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 mortgage) 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 trustor/mortgagor is less than the face amount of the deed of trust/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 deed of trust/mortgage includes provisions for negative amortization, shared appreciation, or interest or other costs to be added to the indebtedness and secured by the deed of trust/mortgage, the policy may be written in an amount greater than the face amount of the deed of trust/mortgage, but no more than 125% of the face amount of the deed of trust/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.

### 2.2.3 Leasehold Owner's Policies

Policies insuring the lessee's interest in a leasehold will not be issued with a policy liability amount less than the value of the insured's interest in the premises, determined based on the following criteria:

- 40% of the amount of annual rent multiplied by the numbers of years in lease or a good faith estimate of the value of the leasehold interest, if the lease is for a remaining term of 49 years or less.
- Full value of land and existing improvements, if the lease is for a remaining term of 50 years or more.
- Possible future cost of living adjustments to annual rental will not be considered in determining policy limits, however mandatory rental adjustments or minimum cost of living adjustments set forth in the lease will be.
- Where rent is contingent, based on sales volumes or other formula, the result of which is unknown at the time of policy, the issuing party shall make a reasonable determination of the value of the insured's interest in the land.

#### 2.2.4 **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.

#### 2.2.5 **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 2.2.1-2.2.4, 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, do NOT constitute either an Acquisition Loan or 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 to heirs, devisees, survivors, personal representatives, or next of kin, whether or not documented by a deed or other instrument of conveyance;
- 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
- the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the grantor.
- the grantee wholly owns the stock, shares, memberships, or other equity interests of grantor; or
- 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/ROUNDING

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

## 2.5 INSURANCE UNDER ONE POLICY OF MULTIPLE PARCELS/MULTIPLE CHAINS OF TITLE

When multiple parcels of land, which each have unique legal descriptions, are insured under a single policy, including when one or more of the insured parcels are composed of easements

which benefit or are appurtenant to a primary parcel, an additional work charge of \$250.00 per parcel will be assessed.

For purpose of applying this rule, contiguous parcels of land in one county shall be treated as one parcel, provided record title to the land and record title to the access is vested in one owner at the time application is made. Each noncontiguous parcel having a separate chain of title shall be treated as a separate parcel. If the parcels of land lie in more than one county, they shall be treated as separate parcels in each county.

### 2.6 ELIMINATION OF FRACTIONAL DOLLARS

Whenever any rate, calculated according to the formulas set forth herein, results in a premium rate which includes a fraction of a dollar, any fractional portion of a dollar shall be rounded up to the next higher dollar.

## 2.7 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, 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 rate applicable to the policy type originally issued, giving consideration in the current Basic Rate Table to amounts previously insured.

## 2.8 FEDERAL RULE COMPLIANCE

In compliance with the rules and regulations of the Bureau of Consumer Finance Protection, 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**

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Liability Levels are rounded up in increments of \$1,000	Formula for Rate Calculation per \$1,000 of Liability
\$0 to \$10,000 of liability - minimum	\$200.00
\$10,001 -\$50,000, per additional \$1,000	\$5.50
\$50,001 - \$100,000, per additional \$1,000	\$5.10
\$100,001 - \$250,000, per additional \$1,000	\$4.60
\$250,001 - \$500,000, per additional \$1,000	\$3.70
\$500,001 - \$750,000, per additional \$1,000	\$2.20
\$750,001 - \$1,000,000, per additional \$1,000	\$1.90
\$1,000,001 - \$5,000,000, per additional \$1,000	\$1.70
\$5,000,001 - \$10,000,000, per additional \$1,000	\$1.40
Over \$10,000,001	\$1.20

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Minimum Rate – \$200.00

## **3.2 WATER RIGHT RATE**

Liability	Rate
Up to \$5,000	\$500
\$5,001 to \$10,000 add	\$6.50 per thousand
\$10,001 to \$25,000 add	\$6.25 per thousand
\$25,001 to \$50,000 add	\$6.00 per thousand
\$50,001 to \$100,000 add	\$5.75 per thousand
\$100,001 to \$200,000 add	\$5.50 per thousand
\$200,001 to \$500,000 add	\$5.25 per thousand
\$500,001 to \$1,000,000 add	\$5.00 per thousand
over \$1,000,000 add	\$4.00 per thousand

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## **4 OWNER'S INSURANCE**

### 4.1 OWNER'S INSURANCE

#### 4.1.1 Standard Coverage

An ALTA Standard Coverage Owner's policy will be issued at 100% of the premium for the respective liability amounts as set forth in the Rate Table in Section 3.

#### 4.1.2 Expanded Coverage/Homeowner's

An ALTA Expanded Coverage Owner's Policy (aka Homeowner's Policy) will be issued at 110% of the premium for the respective liability amounts as set forth for in the Rate Tables in Sections 3.

#### 4.1.3 Extended Coverage

An ALTA Extended Coverage Owner's Policy will be issued at 150% of the premium for the respective liability amounts as set forth in Rate Tables Section 3.

#### 4.1.4 Short Term/Reissue Rate

If at the time of application, the applicant for title insurance presents any type of owner's or lender's policy or evidence thereof in any amount, issued by the Company or any other title underwriter, covering the same property and dated less than 48 months prior to the date of application, the premium for a new owner's policy shall be 65% of the premium calculated under sections 4.1 for the type of policy coverage requested. It is solely the responsibility of the applicant for title insurance to timely provide a copy of the prior policy, and neither the Company nor an agent shall be responsible for seeking out any such copy.

### 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

An 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 SALE WITH A BINDER TO INSURE A RESALE

The Company may deliver a CLTA Form Binder setting forth its agreement to issue, within a period of 2 year(s), a policy of title insurance. The charge therefor shall be equal to 110% of the premium calculated for a policy of the type and liability amount described in the binder calculated

## WFG NATIONAL TITLE INSURANCE COMPANY 4. OWNER'S INSURANCE

pursuant to sections 4.1, 4.2, or 4.3, as applicable (100% of normal charge for policy, 10% for binder). The binder may be extended for one additional year upon payment of an additional 10% prior to the expiration of the binder's term. All amounts paid for a binder are fully earned when paid. No refunds shall be due should the binder expire or the amount to be insured is reduced.

Upon request only, if the party named in the binder has not conveyed the property during the term of the binder, a final policy of the type and in the amount described in the binder will be issued in accord with the terms of the binder without additional charge. The effective date of the policy will be the date of the vesting deed.

If the party named in the binder conveys the property, upon request, the Company will issue a final policy to the grantee of the named party in accord with the terms of the binder. Should a policy type or liability amount be requested which differs from that described in the binder, an additional charge shall be made equal to the difference in premium between the policy type and amount described in the binder and that requested (calculated using rates in effect at the date of the conveyance to the grantee).

## **5 BASIC LENDER INSURANCE RATES**

## 5.1 LOAN POLICY FOR ACQUISITION LOAN

#### 5.1.1 Standard Coverage

A Standard Coverage Loan Policy will be issued insuring an Acquisition Loan will be issued at 50% at the premium for the respective liability amounts as set forth in Basic Rate Table in Section 3.1.

### 5.1.2 Expanded Coverage

An Expanded Coverage Loan Policy will be issued insuring an Acquisition Loan at 70% of the premium for the respective liability amounts as set forth in the Basic Rate Table in Section 3.1.

#### 5.1.3 Extended Coverage

An Extended Coverage Loan Policy will be issued insuring an Acquisition Loan at 65% of the premium for the respective liability amounts as set forth in the Basic Rate Table in Section 3.1.

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

#### 5.2.1 Standard Coverage

A Standard Coverage Loan policy insuring a Finance Loan will be issued at 50% of the premium for the respective liability amounts as set forth in Section 3.1.

#### 5.2.2 Expanded Coverage

An Expanded Coverage Loan Policy will be issued insuring a Finance Loan will be issued at 65% of the premium for the respective liability amounts as set forth in Section 3.1.

#### 5.2.3 Extended Coverage

An Extended Coverage Loan Policy will be issued insuring a Finance Loan will be issued at 60% of the premium for the respective liability amounts as set forth in Section 3.1.

The rates in this section do not apply to a reverse mortgage Finance Loan. See Section 5.5. A reverse mortgage Acquisition Loan will be priced under Section 5.1

### 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 subsections 5.1.1, 5.1.2, 5.2.1, 5.2.2, as applicable. As noted in section 2.1.4, the absence of "standard" or "regional exceptions" from the short form policy does not cause Extended Coverage pricing to apply.

### 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

## WFG NATIONAL TITLE INSURANCE COMPANY 5. BASIC LENDER INSURANCE RATES

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 RESIDENTIAL REVERSE FINANCE LOAN

A reverse mortgage Finance Loan may be insured for premiums calculated as set forth in this Section. These rates may not be used for a construction loan or a reverse mortgage Acquisition Loan. No additional discounts may be used with these rates.

### 5.5.1 Standard Coverage Loan Policy

The charge for Refinance Standard Coverage Loan Policies insuring a reverse mortgage is 45% of the Basic Rate.

#### 5.5.2 Extended Coverage Loan Policy

The charge for Refinance Extended Coverage Loan Policies insuring a reverse mortgage is 55% of the Basic Rate.

### 5.5.3 Expanded Coverage Loan

The charge for Refinance Expanded Coverage Loan Policies insuring a reverse mortgage is 65% of the Basic Rate.

## **6** SIMULTANEOUS ISSUE RATES

### 6.1 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 premiums applicable to the loan policies.

When an Expanded Coverage loan policy is issued simultaneously with a Standard Coverage loan policy, title premium will be computed on the mortgage or deed of trust 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.

### 6.2 OWNER'S & LEASEHOLD OWNER'S 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 4.1. The policy insuring the leasehold interest will be charged at 40% of the applicable rate for the type of policy(ies) being issued covering the leasehold interest. The minimum charge for a concurrent policy insuring a leasehold interest shall be \$200.00.

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

## 6.3 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 as set forth in Section 3, and the remaining policies will be issued at the simultaneous issue rates set forth in Sections 6.1 or 6.2, as applicable.

## 7 SPECIALTY RATES

### 7.1 SUBDIVISION & DEVELOPER RATES

In transactions involving the issuance of title insurance for Owner's / Lessee's interests and loans involving new subdivisions, new condominium developments, timeshare projects, builder services and sales by a single owner of multiple parcels or units within the same planned community, the Company recognizes that there is wide variability of workloads and timeframes involved in and the economies of scale possible in handling sales and financing of multiple parcels/units in the same project or planned community. As such, title premiums for such project will be established on a project-by-project basis by written agreement between the Company and the developer, subdivider, builder or other relevant party. Premium splits between the Company and an issuing agent may also be adjusted as part of such written agreement.

### 7.2 WATER RIGHTS POLICIES

Insuring water rights is an extrahazardous risk and may only be written with express written approval of the WFG underwriting department. Few agents have the experience and infrastructure necessary to underwrite water rights issues, and no agent may issue or underwrite such policies without an addendum to their agency agreement.

#### 7.2.1 Standard Covers Owner's Policy

The charge for an Owner's Policy of water right title insurance with Standard Coverage is 100% of the Water Right Rate set forth in Section 3.2, subject to a minimum charge of \$500.

#### 7.2.2 Concurrently Issued – Owner's and Loan Policy

The charge for any Owner's Policy of water right title insurance and a concurrently issued Loan Policy of water right title insurance (whether Standard Coverage or Extended Coverage) is the sum of:

- 100% of the Water Right Rate set forth in Section 3.2, for the requested liability on the Owner's Policy; plus
- 80% of the Water Right Rate set forth in Section 3.2 for the requested liability on the Loan Policy up to the face amount of the Owner's Policy; plus
- the applicable premium amount based on the Water Right Rate for any increased liability amount over the face amount of the Owner's Policy; subject to a minimum charge of \$500 for each policy.

#### 7.2.3 Standard Coverage Loan Policy

The charge for a Standard Coverage Loan Policy of water right title insurance is 100% of the Water Right Rate, subject to a minimum charge of \$500.

## 8 LENDER'S SPECIAL RATES

## 8.1 APPLICABLE PROVISIONS AND RESTRICTIONS

Lender's Special Rates are only made available to selected lenders who work with the Offering Provider to develop systems, processes and computer integrations, centralized order processing and tracking 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 \$2,000,000.00.
- The Offering Provider has in place or is developing centralized electronic order processing and tracking capabilities.
- 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, preliminary title report and/or title commitment issued in contemplation of the issuance of an ALTA Residential Short Form Policy or other loan policy that includes similar 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.
- The lender must also enter into a written agreement with the Offering Provider that specifically describes the workflows and systems to efficiently transmit, receive and process title orders by direct integration of the parties' systems.

## WFG NATIONAL TITLE INSURANCE COMPANY 8. LENDER'S SPECIAL RATES 8.2 LENDER'S SPECIAL RATE

Liability	Premium
\$0 to \$100,000	\$350.00
\$100,001 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	\$1,020.00
\$1,500,001 to \$1,800,000	\$3,000.00
\$1,800,001 to \$2,000,000	\$3,500.00

## 8.3 MASTER HOME EQUITY AND HE<sup>2</sup> - HOME EQUITY 2<sup>nd</sup> GENERATION TITLE INSURANCE POLICIES

Both the Master Home Equity policy and the Home Equity 2<sup>nd</sup> Generation Title Insurance policy are master policies 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.

## 9 SPECIALTY LENDER'S POLICIES

## 9.1 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. (work charges may be applied)
- The ALTA Form JR2 Endorsement (Variable Rate/Revolving Credit Endorsement), is available at no charge.

### 9.2 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	\$350

## 9.3 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

## **10 GUARANTEES**

### **10.1 Trustee's Sale Guarantee (TSG)**

The charge for the trustee's sale guarantee shall be 80% of the Basic Rate as set forth in Section 3.1 for a policy in an amount equivalent to the total amount of indebtedness remaining secured under the deed of trust, provided that the minimum charge for a trustee's sale guarantee shall be \$300.

- Updates up to 2 are included with the guarantee within one (1) year of the date of issuance of the guarantee. Additional updates will be issued at the charge of \$50 within one (1) year of the date of issuance of the guarantee.
- The fee for a standard owner's policy to a buyer from a trustee's deed or deed in lieu of foreclosure under a trustee's sale guarantee is 70% of the Basic Rate as set forth in Section 3.1.

### **10.2 Litigation Guarantees**

Litigation guarantees are for the benefit of attorneys, and are issued only in connection with quiet title actions, partitions, or other matters of litigation other than foreclosure of deeds of trust or mortgages.

The fee for a Litigation Guarantee shall be 100% of Basic Rates set for in Section 3.1 based upon the value of the particular estate or interest involved with a minimum of \$300.00.

Additional updates for the litigation guarantee shall be \$75.00 within one (1) year of the date of issuance of the guarantee.

## **11 ENDORSEMENTS**

This section contains the pricing for endorsements. All of the endorsements alter the regularly issued policies in some manner to expand, limit or clarify coverage(s).

### **11.1 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.

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.

### 11.2 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, the premium for the endorsement will be the stated percentage of Basic Rate set forth in Section 3.

### **11.3 General Rules**

Many of the endorsements are not priced for some of the policy forms because of: 1) infrequency of use, 2) wide range of risks, and/or 3) the endorsement was designated to be attached to a specific policy form but can be modified for other types of policy. If any of these coverages are desired, such requests shall be considered a "unique requirement". 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.

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.

When the same type of endorsement out of a single chain of title, in the same tract or subdivision is to be issued, a single fee will be charged based on the aggregated amount of the estate(s) or interest(s) covered, plus \$10.00 for each endorsement issued.

Endorsement No. and	Owner	Lender
ALTA 3(CLTA 123.1)		
Zoning – Unimproved Land	\$25.00	\$25.00
Owner's or Loan Policy		
ALTA 3.1(CLTA 123.2)		
Zoning – Completed Structure	25%	20%
Owner's or Loan Policy		
ALTA 3.2(CLTA 123.3)	10%	10%
Zoning – Land Under Development	Min. \$100	Min. \$100
Owner's or Loan Policy	Max \$500	Max \$500
ALTA 3.3 (CLTA 123.4) Zoning - Completed Structure, Non- conforming use-Owner's or Loan Policy Underwriter Approval Required	25%	20%
ALTA 3.4(CLTA 123.5) Zoning -No Zoning Classification- Owner's or Loan Policy Underwriter Approval Required	25%	20%
ALTA 4(CLTA 115.1)		
Condominium-Assessments Priority	N/A	\$25.00
ALTA 5(CLTA 115.2) Planned Unit Development-Assessments Priority	N/A	\$25.00
ALTA 6(CLTA 111.5) Variable Rate Mortgage Loan Policy	N/A	\$25.00
ALTA 6.2(CLTA 111.8) Variable Rate Mortgage – Negative Amortization – Loan Policy	N/A	No Charge
ALTA 7(CLTA 116.5) Manufactured Housing Unit	\$25.00	\$25.00
ALTA 7.1(CLTA 116.5.1) Manufacture Housing Unit – Conversion – Loan Policy	N/A	\$25.00
ALTA 7.2(CLTA 116.5.2) Manufacture Housing Unit – Conversion – Owner's Policy	\$25.00	N/A

Endorsement No. and	Owner	Lender
ALTA 8.1(CLTA 110.9)		
Environmental Protection Lien	N/A	\$25.00
Loan Policy		
ALTA 8.2(CLTA 110.9.1)		
Commercial Environmental Protection	No Charge	No Charge
Lien – Owner's or Loan Policy		_
ALTA 9(CLTA 100.2)		
Restrictions, Encroachments, Minerals	N/A	\$100
Loan Policy		
ALTA 9.1(CLTA 100.9)		
Covenants, Conditions & Restrictions	20 %	
Unimproved Land	Min. \$150	N/A
Owner's Policy	Max \$500	
ALTA 9.2(CLTA 100.10)	20.0/	
Covenants, Conditions & Restrictions	20 %	
Improved Land	Min. \$150	N/A
Owner's Policy	Max \$500	
ALTA 9.3(CLTA 100.2.1)		
Covenants, Conditions & Restrictions	N/A	\$100.00
Loan Policy		
ALTA 9.6(CLTA 100.2.6)		10%
Private Rights	N/A	Min. \$100
Loan Policy		Max \$500
ALTA 9.7(CLTA 100.2.7)		100/
Restrictions, Encroachments, Minerals -	N/A	10%
Land Under Development	IN/A	Min. \$100
Loan Policy		Max \$500
ALTA 9.8(CLTA 100.2.8)	20%	
Covenants, Conditions & Restrictions -	Min. \$250	N/A
Land Under Development	Max \$500	IN/A
Owner's Policy	Max \$300	
ALTA 9.9(CLTA 100.2.9)	20%	
Private Rights	Min. \$250	N/A
Owner's Policy	Max \$500	
ALTA 9.10(CLTA 100.2.10)		
Restrictions, Encroachments, Minerals -	N/A	No Charge
Current Violations	$1 N/F \Lambda$	no charge
Loan Policy		
ALTA 10(CLTA 104.12)		
Assignment	N/A	\$100

Owner	Lender
N/A	\$125
<u>-</u>	35% based on amount
N/A	of advances
11/21	Min. \$300
	Max. \$1000
	35% based on amount
N/A	of advances
	Min. \$300
	Max. \$1000
	35% plus additional
	premium at the
	applicable rate for
N/A	increase in policy
	amount
	Min. \$300
	Max. \$1000
N/A	\$25
N/A	\$25
No Charge	N/A
N/A	No Charge
N/A	No Charge
N/A	No Charge
N/A	No Charge
<u> </u>	
N/A	No Charge
	N/A

Endorsement No. and	Owner	Lender
ALTA 15(CLTA 127)	10%	
Non-Imputation – Full Equity Transfer	Min. \$100	N/A
	Max \$500	
ALTA 15.1(CLTA 127.1)	15%	
Non-Imputation – Additional Insured	Min. \$150	N/A
-	Max \$500	
ALTA 15.2(CLTA 127.2)	15%	
Non-Imputation – Partial Equity	Min. \$150	N/A
Transfer	Max \$500	
ALTA 16(CLTA 128)	20%	
Mezzanine Financing	Min. \$250	N/A
	Max \$500	
ALTA 17(CLTA 103.11)		
Access and Entry	\$50	\$50
ALTA 17.1(CLTA 103.12)		
Indirect Access and Entry	\$50	\$50
findirect 7 tecess and Entry	<i>\$2</i> 0	<i>40</i> 0
ALTA 17.2(CLTA 103.13)	10%	
Utility Access	Min. \$100	\$100
	Max \$500	
ALTA 18(CLTA 129)		
Single Tax Parcel	\$25	\$25
ALTA 18.1(CLTA 129.1)		
Multiple Tax Parcel	\$25	\$25
	\$ <b>20</b>	<i><b>4</b></i>
ALTA 18.2(CLTA 129.2)		
Multiple Tax Parcel	\$25	\$25
ALTA 18.3(CLTA 129.2)		
Single Tax Parcel and ID-Owner's or	\$25	\$25
Loan Policy	<i><i><i><i><i><i><i><i><i><i><i><i></i></i></i></i></i></i></i></i></i></i></i></i>	<i> </i>
ALTA 19(CLTA 116.4.1)		
Contiguity – Multiple Parcels	\$100.00	\$25.00
8,	+	
ALTA 19.1(CLTA 116.4)	l l	
Contiguity – Single Parcels	\$100.00	\$100.00

Endorsement No. and	Owner	Lender
ALTA 19.2(CLTA 116.9)		
Contiguity – Specified Parcels	\$100	\$100
Owner's or Loan Policy		
ALTA 20(CLTA 130)		20%
First Loss – Multiple Parcel Transaction	N/A	Min. \$100
		Max \$500
ALTA 22(CLTA 116.01)		
Location	No Charge	No Charge
ALTA 22.1(CLTA 116.02)		
Location and Map	\$25	\$20
ALTA 23(CLTA 114.3)	Based on allocated	Based on allocated
Coinsurance – Single Policy	Policy Liability	Policy Liability
ALTA 23.1(CLTA 114.4)	Based on allocated	Based on allocated
Co-Insurance	Policy Liability	Policy Liability
	Toney Endonity	Toney Encontry
ALTA 24(CLTA 133)		<b>#100</b>
Doing Business	N/A	\$100
ALTA 25(CLTA 116.1)	10%	10%
Same as Survey	Min. \$100	Min. \$100
	Max \$500	Max \$500
ALTA 25.1-05 (CLTA 116.1.2)	10%	10%
Same as Portion of Survey	Min. \$100	Min. \$100
	Max \$500	Max \$500
ALTA 26(CLTA 116.8)	10%	10%
Subdivision	Min. \$100	Min. \$100
	Max \$500	Max \$500
ALTA 27(CLTA 132)		
Usury	N/A	\$75
Loan Policy		
ALTA 28(CLTA 103.1)	20%	20%
Easement – Damage or Enforced	\$50 Min. and	\$50 Min. and Max.
Removal	Max. \$250 for 1-4	\$250 for 1-4 Residential
	Residential	Property
	Property	\$100 Min. and Max.
	\$100 Min. and	\$500 for all other
	Max. \$500 for all	
	other property	property

Endorsement No. and	Owner	Lender
ALTA 28.1(CLTA 103.14)		
Encroachments – Boundaries and	\$100	\$100
Easements		
ALTA 28.2(CLTA 103.15)		
Encroachments – Boundaries and	\$100	\$100
Easements – Described Improvements	\$100	\$100
ALTA 28.3(CLTA 134.3)		
Encroachments-Boundaries and	10%	5%
Easements-Described Improvements and	Min. \$100	Min. \$100
Land Under Development	Max \$500	Max \$500
ALTA 29(CLTA 134) <sup>1</sup>		
Interest Rate Swap – Direct Obligation	N/A	\$0.50/\$1000
	1N/PX	Max \$1,000
Underwriter Approval Required		
<b>ALTA 29.1</b> (CLTA 134.1) <sup>1</sup>		
Interest Rate Swap – Additional Interest	N/A	\$0.50/\$1000
	11/11	Max \$1,000
Underwriter Approval Required		
<b>ALTA 29.2</b> (CLTA 134.2) <sup>1</sup>		
Interest Rate Swap – Direct Obligation –	N/A	\$0.50/\$1000
Defined Amount	1 1 7 2 1	Max \$1,000
Underwriter Approval Required		
ALTA 29.3(CLTA 134.3)		
Interest Rate Swap – Additional Interest	N/A	\$0.50/\$1000
– Defined Amount	11/21	Max \$1,000
Underwriter Approval Required		
ALTA 30 (CLTA 135)		
Shared Appreciation Mortgage	N/A	\$25
ALTA 30.1(CLTA 135.1)		¢ 50/¢1 000
Commercial Participation Interest	N/A	\$.50/\$1,000
		Max \$1,000
ALTA 31(CLTA 136)	\$50 for	
Severed Improvements	Residential and	\$50 for Residential and
-	\$750 for	\$500 for Commercial
	Commercial	

Endorsement No. and	Owner	Lender
ALTA 32(CLTA 137) Construction Loan-Loss of Priority	N/A	\$50 for Residential; Commercial \$.50/\$1,000 Max \$1,000
ALTA 32.1(CLTA 137.1) Construction Loan – Loss of Priority – Direct Payment	N/A	\$100
ALTA 32.2(CLTA 137.2) Construction Loan – Loss of Priority – Insured's Direct Payment	N/A	\$100
ALTA 33(CLTA 138) Disbursement Endorsement	N/A	\$50
ALTA 34(CLTA 139) Identified Risk Coverage	\$100 for Residential; Commercial \$.50/\$1,000 Max \$1,000	\$100 for Residential; Commercial \$.50/\$1,000 Max \$1,000
<b>ALTA 34.1</b> (CLTA139.1) Identified Exception – Identified Risk Exception	\$100 for Residential; Commercial \$.50/\$1,000 Max \$1,000	\$100 for Residential; Commercial \$.50/\$1,000 Max \$1,000
ALTA 35(CLTA 140) Minerals and Other Subsurface Substances – Buildings	10% Min. \$100 Max. \$300	10% Min. \$100 Max. \$300
ALTA 35.1(CLTA 140.1) Minerals and Other Subsurface Substances – Improvements	10% Min. \$100 Max. \$300	10% Min. \$100 Max. \$300
ALTA 35.2(CLTA 140.2) Minerals and Other Subsurface Substances – Described Improvements	10% Min. \$100 Max. \$300	10% Min. \$100 Max. \$300
ALTA 35.3(CLTA 140.3) Minerals and Other Subsurface Substances – Land Under Development	10% Min. \$100 Max. \$300	10% Min. \$100 Max. \$300

Endorsement No. and	Owner	Lender
ALTA 36(CLTA 141) <sup>1</sup> Energy Project – Leasehold/Easement Owner's Policy Underwriter Approval Required	ALTA Forms 36 through 36.8 Energy Projects endorsements shall be issued only by specific request and with approval of Regional Underwriting Staff. The premium shall be \$250.00	N/A
ALTA 36.1(CLTA 141.1) <sup>1</sup> Energy Project – Leasehold Easement- Loan Underwriter Approval Required	N/A	ALTA Forms 36 through 36.8 Energy Projects endorsements shall be issued only by specific request and with approval of Regional Underwriting Staff. The premium shall be \$250.00
ALTA 36.2(CLTA 141.2) <sup>1</sup> Energy Project – Leasehold Owner's Underwriter Approval Required	ALTA Forms 36 through 36.8 Energy Projects endorsements shall be issued only by specific request and with approval of Regional Underwriting Staff. The premium shall be \$250.00	N/A
ALTA 36.3(CLTA 141.3) <sup>1.</sup> Energy Project – Leasehold Loan Policy Underwriter Approval Required	N/A	ALTA Forms 36 through 36.8 Energy Projects endorsements shall be issued only by specific request and with approval of Regional Underwriting Staff. The premium shall be \$250.00

Endorsement No. and	Owner	Lender
ALTA 36.4(CLTA 141.4) <sup>1</sup> Energy Project – Covenants, Conditions & Restrictions – Land Under Development – Owner's Policy Underwriter Approval Required	ALTA Forms 36 through 36.8 Energy Projects endorsements shall be issued only by specific request and with approval of Regional Underwriting Staff. The premium shall be \$250.00	N/A
ALTA 36.5(CLTA 141.5) <sup>1</sup> Energy Project – Covenants, Conditions & Restrictions – Land Under Development – Loan Underwriter Approval Required	N/A	ALTA Forms 36 through 36.8 Energy Projects endorsements shall be issued only by specific request and with approval of Regional Underwriting
		Staff. The premium shall be \$250.00
ALTA 36.6(CLTA 141.6) <sup>1</sup> Energy Project – Encroachments Loan Underwriter Approval Required	N/A	ALTA Forms 36 through 36.8 Energy Projects endorsements shall be issued only by specific request and with approval of Regional Underwriting Staff. The premium shall be \$250.00
ALTA 36.7(CLTA 141.7) <sup>1</sup> Energy Project – Fee Estate Owner's Underwriter Approval Required	ALTA Forms 36 through 36.8 Energy Projects endorsements shall be issued only by specific request and with approval of Regional Underwriting Staff. The premium shall be \$250.00	N/A

Endorsement No. and	Owner	Lender
ALTA 36.8(CLTA 141.8) <sup>1</sup> Energy Project – Fee Estate Loan Policy Underwriter Approval Required	N/A	ALTA Forms 36 through 36.8 Energy Projects endorsements shall be issued only by specific request and with approval of Regional Underwriting Staff. The premium shall be \$250.00
ALTA 37(CLTA 104.6) Assignment of Rents and Leases	N/A	No Charge
ALTA 38 Mortgage Tax	N/A	\$100
ALTA 39(CLTA 142) Policy Authorization	No Charge	No Charge
ALTA 40(CLTA 147) Tax Credit Owner's Policy	10% Min. \$100 Max. \$750	N/A
<b>ALTA 40.1</b> (CLTA 147.1) Tax Credit – Defined Amount	10%, plus appropriate rate for increased insurance amount Min. \$100 Max. \$750	N/A
ALTA 41(CLTA 143) Water – Buildings	10% Min. \$50 Max. \$250	10% Min. \$50 Max. \$250
ALTA 41.1(CLTA 143.1) Water – Improvements	10% Min. \$50 Max. \$250	10% Min. \$50 Max. \$250
ALTA 41.2(CLTA 143.2) Water – Described Improvements	10% Min. \$50 Max. \$250	10% Min. \$50 Max. \$250
ALTA 41.3(CLTA 143.3) Water – Land Under Improvement	10% Min. \$50 Max. \$250	10% Min. \$50 Max. \$250
ALTA 42(CLTA 144) Commercial Lender Group	N/A	\$250

Endorsement No. and	Owner	Lender
ALTA 43(CLTA 145)		
Anti-Taint	N/A	\$100
ALTA 44(CLTA 146)		
Insured Mortgage Recording	N/A	No Charge
ALTA 45(CLTA 146)		
Pari Passu Mortgage	N/A	\$50
Loan Policy		
ALTA 46(CLTA 149) Option	10%	10%
Owner's or Loan Policy	Min. \$100	Min. \$100
WFG General Endorsement		
Owner's or Loan Policy	No Charge	No Charge
WFG Arbitration Endorsement		
Owner's or Loan Policy	No Charge	No Charge
WFG		No Charge
Solar Endorsement	No Charge	
WFG		
Additional Insured Endorsement	No Charge	No Charge
CLTA 102.4		10%
Foundation	N/A	Max \$250
CLTA 102.5		15%
Foundation	N/A	Max \$300
CLTA 103.3		10% for 1-4 Residential
Easement, Damage or Enforced		Property \$25.00 Min.,
Removal	N/A	other property \$100
		Min.
		Max \$500
CLTA 103.5	20%	10%
Surface Rights to Extract Water	Min. \$100	Min. \$100
	Max \$500	Max \$500
UT Construction Registry Endorsement <sup>1</sup>	5%	5%
Underwriter Approval Required	Min. \$100	Min \$100
	Max \$500	Max \$500

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.

### **11.4 Modification of an Endorsement**

When the Company is requested to modify the coverage provided for in an endorsement listed and the modification represents a substantial change in the coverage of the endorsement, the minimum charge for such modification will be an additional ten-percent (10%) of the Basic Rate added to the cost of the Endorsement, as shown above.

## **12 CLOSING PROTECTION LETTER**

Pursuant to Utah Insurance Code 31A-4-117 (as may be amended from time-to-time), upon request the Company may provide a closing protection letter (CPL) to a person (or entity) who is a party to a real estate transaction for which the Company title insurance policy or policies will be issued. In compliance with said law, the Company charges a fee of \$25 for each party protected by the CPL issued, which fee is deemed to be earned upon the closing of the real estate transaction for which the CPL is provided. If the transaction is cancelled and does not close, the CPL fee is waived. The CPL fee shall be remitted in its entirety to the Company. Agents do not receive any portion of the CPL fee, which shall not be subject to any agreement allowing the division of premium.