

# The State of WYOMING

# MANUAL OF TITLE INSURANCE PREMIUMS

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# **1 INTRODUCTION**

The rates for title insurance policies and endorsements issued by Agents and/or Employees of WFG National Title Insurance Company (the "Company") are set forth in this manual. The rates shown are the total title insurance fees charged the applicant including both the risk portion, service or work portion and title search, but does not include charges for surveys, closing services, settlement services, recording fees, other charges, or other monies advanced on behalf of an applicant.

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 closing practices followed by the Company and its agents. They are shown solely to properly apply the applicable rates, charges and fees.

### **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.

#### 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 Developer

"Developer" is an individual or entity engaged in the business of purchasing land for the purpose of improving it for resale.

#### 2.1.4 **Development Project**

"Development Project" shall mean (i) one or more contiguous parcels of land, whether vacant or not, intended to be subdivided into four or more lots or four or more units within a common interest community, each of which are intended to be improved for resale and (ii) four or more lots within a single subdivision of record, whether vacant or not, each of which are intended to be improved for resale.

#### 2.1.5 Expanded Coverage

"Expanded Coverage" refers to title insurance coverage provided under the ALTA Homeowners Policy.

#### 2.1.6 Extended Coverage

"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 one or more "standard" or "regional" exceptions that limit coverage solely to matter disclosed by those records that impart constructive notice, pursuant to state laws.

#### 2.1.7 Offering Provider

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

#### 2.1.8 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.

#### 2.1.9 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.

#### 2.1.10 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. Specific exceptions will be listed via addendum to the policy.

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

#### 2.1.11 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, which includes all regional or "standard" exceptions.

#### 2.1.12 State

"State" shall mean the State of Wyoming.

#### 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 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 sum of the annual rent over the remaining years in the lease term for a lease term of up to 49 years.
- 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 WFG National Title Insurance Company is a co-insurer with other title insurers, the amount of insurance may be less than the amounts set forth in Sections 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 IN 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
  - 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 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 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 \$200.00 per parcel may 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.

### 2.5 ELIMINATION OF FRACTIONAL DOLLARS/ROUNDING

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 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, 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.

### 2.8 EXTENDED COVERAGE (Elimination of Regional or "Standard" Exceptions)

Unless otherwise provided for herein, the additional charge to remove one or more of the standard exceptions is 10% of the Basic Rate, regardless of how many standard exceptions are deleted, and is subject to Underwriter's requirements.

# **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	Standard Coverage Owner's and Loan Policies
Up to \$50,000 of liability – Minimum Rate	\$ 410.00
\$50,001 -\$100,000, per additional \$1,000	\$ 3.30
\$100,001 - \$500,000, per additional \$1,000	\$2.50
\$500,001 - \$1,000,000, per additional \$1,000	\$ 2.00
\$1,000,001 - \$5,000,000, per additional \$1,000	\$ 1.95
\$5,000,001 - \$10,000,000, per additional \$1,000	\$1.75
\$10,000,001 - \$15,000,000, per additional \$1,000	\$1.50
\$15,000,001 - \$25,000,000, per additional \$1,000	\$1.25

### 3.2 COMPUTATION OF LIABILITY AMOUNTS

The amount of coverage for premium calculation purposes shall be rounded to the next highest even \$1,000 of liability. For policy liabilities greater than \$25,000,000, the Company reserves the right to charge premium in an amount it deems appropriate for the entire policy.

### **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 Section 3.

#### 4.1.3 **Extended Coverage**

An ALTA Extended Coverage Owner's Policy will be issued at 110% 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 Section 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.

## **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 100% 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 115% 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 110% 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 100% 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 115% 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 110% of the premium for the respective liability amounts as set forth in Section 3.1.

#### 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 Section 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.

### **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 50% of the Basic Rate shown in Section 3.1 rate table for the 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 policy or the aggregated liability amount of the incremental insured value over and above 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 Extended or 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 for multiple loan policies applies only when the Company is concurrently issuing two or more loan policies insuring the same property.

#### 6.3 OWNER'S & 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 coving 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.

# WFG NATIONAL TITLE INSURANCE COMPANY 6 SIMULTANEOUS ISSUE RATES

# 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 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. 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, 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 \$5,000,000.00.
- 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 closing 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 Short Form Policy.
- The Offering Provider has entered into an addendum to their agency agreement or a separate agreement with the Company specifically authorizing it to provide Lender's Special Rates to certain enumerated lenders.

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.

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.

# 7. LENDER'S SPECIAL RATES

Liability	Premium
\$0 to \$250,000	\$360.00
\$250,001 to \$500,000	\$540.00
\$500,001 to \$750,000	\$660.00
\$750,001 to \$1,000,000	\$800.00
\$1,000,001 to \$1,250,000	\$925.00
\$1,250,001 to \$1,500,000	\$925.00
\$1,500,001 to \$2,000,000	\$1,040.00
\$2,000,001 to \$3,000,000	\$1,300.00
\$3,000,001 to \$4,000,000	\$1,600.00
\$4,000,001 to \$5,000,000	\$2,000.00

### 7.2 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.

### 8 DEVELOPER RATES

#### 8.1 APPLICABILITY

Developer Rates are only available to Developers. To obtain the rates set forth in Sections 8.2.2 and 8.2.3 an Offering Provider must have issued an Owner's Policy insuring title to the Development Project. This rate shall not be combined with any other discounted rate contained herein, including, but not limited to reissue rates.

#### **8.2 DEVELOPER RATES**

The Developer Rate for standard coverage title insurance shall be as follows:

#### 8.2.1 Developer's Purchase

An Owner's policy insuring a Developer's title to a Development Project will be issued at 50% of the premium for the respective liability amounts as set forth in the Rate Table in Section 3.

#### 8.2.2 Developer's Sale

An Owner's policy insuring the initial purchaser of one or more of the improved subdivided lots within the Development Project, provided the seller of said lot(s) is the insured Developer, or its successor, will be issued at 50% of the premium for the respective liability amounts as set forth in the Rate Table in Section 3.

#### 8.2.3 Developer Financing

A Loan policy insuring a construction loan for site improvements in the Development Project or a construction loan for each subdivided lot, provided the borrower is the insured Developer, or its successor, will be issued at 50% of the premium for the respective liability amounts as set forth in the Rate Table in Section 3.

### **9** SPECIALTY POLICIES AND GUARANTEES

### 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.

- One ALTA Form JR1 Endorsement (Supplemental Coverage Endorsement) may be issued concurrently with the policy at no charge.
- The ALTA form JR2 Endorsement (Variable Rate/Revolving Credit Endorsement), is available at no charge when issued concurrently with the policy.

### 9.2 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

#### 9.3 ALTA RECORDED DOCUMENT GUARANTEE

The guarantee is based upon examination of the Company's title plant records and the abstract books of the County Recorder's office as to certain designated documents that describe the subject land.

- This guarantee is issued for the benefit of the applicant in connection with a completed Application for the Issuance of an ALTA Recorded Document Guarantee.
- The applicable rate shall be based upon the amount of liability requested as follows:

Liability Amount	Rate
\$0-\$10,000	Flat Rate \$525.00
\$10,001-\$25,000	Add \$15.00/thousand or fraction thereof

- In addition to the rate set forth above, a charge of \$5.00 per instrument for each designated document attached to the guarantee shall be added.
- NO ALTA RECORDED DOCUMENT GUARANTEE SHALL BE ISSUED FOR A LIABILITY IN EXCESS OF \$25,000.00.

## 9. SPECIALTY POLICIES AND GUARANTEES

• This guarantee does not qualify as a prior policy for the purpose of providing reissue rates.

### 9.4 FORECLOSURE GUARANTEE

80% of the Basic Rate as set forth in Section 3.1 based upon the value of the particular estate or interest involved.

Applicable premium includes two (2) continuation or date down endorsement updates within one (1) calendar year of the issuance of the guarantee, all subsequent date down endorsements are issued at a rate of \$50.00.

### 9.5 LITIGATION GUARANTEE

100% of the Basic Rate as set forth in Section 3.1 based upon the value of the particular estate or interest involved.

Applicable premium includes two (2) continuation or date down endorsement updates within one (1) calendar year of the issuance of the guarantee, all subsequent date down endorsements are issued at a rate of \$50.00

### 9.6 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

#### 9.7 LOT BOOK GUARANTEE

The Condition of Title Guarantee is a limited guaranty providing assurance of title vesting and recorded encumbrances. Liability is limited to \$10,000 and the charge is \$300 per chain of title guaranteed.

### **10 ENDORSEMENTS**

#### **10.1 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.

#### 10.2 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 the premium which would have applied to the policy had it not been issued at Simultaneous Issue rates.

### **10.3 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.

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. and Description	Owner	Lender
ALTA 3 <sup>1</sup> Zoning – Unimproved Land Owner's or Loan Policy	10% Min. \$100	10% Min. \$100
ALTA 3.1 <sup>1</sup> Zoning – Completed Structure Owner's or Loan Policy	15% Min. \$100	15% Min. \$100
ALTA 3.2 <sup>1</sup> Zoning – Land Under Development Owner's or Loan Policy	15% Min. \$100	15% Min. \$100

Endorsement No. and	Owner	Lender
Description		
ALTA 4 Condominium – Assessments Priority Loan Policy	N/A	\$25.00
ALTA 4.1 Condominium – Current Assessments Loan Policy	N/A	\$25.00
ALTA 5 Planned Unit Development Loan Policy	N/A	\$25.00
ALTA 5.1 Planned Unit Development Loan Policy	N/A	\$25.00
ALTA 6 Variable Rate Mortgage Loan Policy	N/A	No Charge
ALTA 6.2 Variable Rate Mortgage – Negative Amortization – Loan Policy	N/A	No Charge – issued only at policy date
ALTA 7 Manufactured Housing Unit Loan Policy	N/A	\$100.00 per Manufactured Housing Unit.
ALTA 7.1 Manufacture Housing Unit – Conversion Loan Policy	N/A	\$100.00 per Manufactured Housing Unit.
ALTA 7.2 Manufacture Housing Unit – Conversion Owner's Policy	\$100.00 per Manufactured Housing Unit	N/A
ALTA 8.1 Environmental Protection Lien Loan Policy	N/A	No Charge
ALTA 8.2 Commercial Environmental Protection Lien – Owner's or Loan Policy	No Charge	No Charge
ALTA 9 Restrictions, Encroachments, Minerals Loan Policy	N/A	20%
ALTA 9.1 Covenants, Conditions & Restrictions - Unimproved Land Owner's Policy	5% Min. \$250	N/A
ALTA 9.2 Covenants, Conditions & Restrictions - Improved Land Owner's Policy	20% Min. \$250	N/A

Endorsement No. and	Owner	Lender
Description		
ALTA 9.3		20%
Covenants, Conditions & Restrictions	N/A	Min. \$250
Loan Policy		
ALTA 9.6		100/
Private Rights	N/A	10%
Loan Policy		
ALTA 9.6.1		1000
Private Rights-Current Assessments	N/A	10%
Loan Policy		
ALTA 9.7		
Restrictions, Encroachments, Minerals -	N/A	10%
Land Under Development		1070
Loan Policy		
ALTA 9.8		
Covenants, Conditions & Restrictions -	20%	N/A
Land Under Development	2070	
Owner's Policy		
ALTA 9.9		
Private Rights	20%	N/A
Owner's Policy		
ALTA 9.10		
Restrictions, Encroachments, Minerals -	N/A	10%
Current Violations	1 1/ 1 1	1070
Loan Policy		
ALTA 10		
Assignment	N/A	\$100
Loan Policy		
ALTA 10.1		20%
Assignment and Date Down	N/A	Min. \$200
Loan Policy		Max. \$500
ALTA 11		25%
Mortgage Modification	N/A	Min. \$200
Loan Policy		WIII. \$200
ALTA 11.1		25%
Mortgage Modification with	N/A	Min. \$200
Subordination - Loan Policy		IVIIII. \$200
ALTA 11.2		25% plus
Mortgage Modification with Additional		additional
Amount of Insurance	N/A	premium for
Loan Policy	1N/A	increase in policy
		limits
		Min. \$300

Endorsement No. and	Owner	Lender
Description	Owner	Lenuer
ALTA 12		
Aggregation	N/A	\$50
Loan Policy		
ALTA 12.1		
Aggregation – State Limits	N/A	\$50
Loan Policy		
ALTA 13		
Leasehold	No Charge	N/A
Owner's Policy		
ALTA 13.1		
Leasehold	N/A	No Charge
Loan Policy		U
ALTA 14		
Future Advance – Priority	N/A	10%
Loan Policy		
ALTA 14.1		
Future Advance – Knowledge	N/A	No Charge
Loan Policy		C C
ALTA 14.2		
Future Advance – Letter of Credit	N/A	No Charge
Loan Policy		0
ALTA 14.3		
Future Advance - Reverse Mortgage	N/A	\$50
Loan Policy		
ALTA 15 <sup>1</sup>		
Non-Imputation – Full Equity Transfer	10%	N/A
Owner's Policy		
ALTA 15.1 <sup>1</sup>		
Non-Imputation – Additional Insured	10%	N/A
Owner's Policy		
ALTA 15.2 <sup>1</sup>		
Non-Imputation – Partial Equity	1004	<b>NT</b> / A
Transfer	10%	N/A
Owner's Policy		
ALTA 16	20% based on	
Mezzanine Financing	amount of	N/A
Owner's Policy	Mezzanine Loan	
ALTA 17		
Access and Entry	25%	25%
Owner's or Loan Policy	Max. \$150	Max. \$150
ALTA 17.1		
Indirect Access and Entry	10%	10%
Owner's or Loan Policy	Max. \$300	Max. \$300

Endorsement No. and	Owner	Lender
Description	Owner	Lender
ALTA 17.2	0.504	2.5%
Utility Access	25%	25%
Owner's or Loan Policy	Max. \$300	Max. \$300
ALTA 18		
Single Tax Parcel	\$50	\$50
Owner's or Loan Policy		
ALTA 18.1		
Multiple Tax Parcel	\$50	\$50
Owner's or Loan Policy	+••	+ • •
ALTA 18.2		
Multiple Tax Parcel	\$50	\$50
Owner's or Loan Policy	φ30	<i>420</i>
ALTA 19		
Contiguity – Multiple Parcels	No Charge	No Charge
Owner's or Loan Policy	itto entarge	ito charge
ALTA 19.1		
Contiguity – Single Parcels	\$75	\$75
Owner's or Loan Policy	Ψ15	Ψ75
ALTA 19.2		
Contiguity – Specified Parcels	No Charge	No Charge
Owner's or Loan Policy	ito charge	No Charge
<b>ALTA 20</b> <sup>1</sup>		
First Loss – Multiple Parcel Transaction	N/A	\$100
Loan Policy	1 1/ 7 1	φ100
ALTA 22	No Charge at	No Charge at
Location	Policy date - \$50	Policy date - \$50
Loan Policy	post policy	post policy
ALTA 22.1	No Charge at	No Charge at
Location and Map	Policy date - \$50	Policy date - \$50
Loan Policy	post policy	post policy
ALTA 23	post poncy	post policy
Coinsurance – Single Policy	No Charge	No Charge
<b>č</b>	No Charge	No Charge
Owner's and Loan Policy ALTA 23.1		
Co-Insurance	No Chargo	No Chargo
	No Charge	No Charge
Owner's or Loan Policy ALTA 24		No Charge at
		No Charge at
Doing Business	N/A	Policy date - \$50
Loan Policy		post policy
ALTA 25	¢100	Ф <b>7</b> 5
Same as Survey	\$100	\$75
Owner's or Loan Policy		

Endorsement No. and	Owner	Lender
Description		
ALTA 25.1		
Same as Portion of Survey	N/A	\$75
Loan Policy		
ALTA 26		
Subdivision	N/A	10%
Loan Policy		
<b>ALTA 27</b> <sup>1</sup>		5%
Usury	N/A	
Loan Policy		Min. \$100
ALTA 28	5%	5%
Easement – Damage or Enforced	Min. \$50	Min. \$50
Removal – Owner's and Loan Policy	Max. \$150	Max. \$150
ALTA 28.1		
Encroachments – Boundaries and	10%	5%
Easements – Owner's or Loan Policy	1070	
ALTA 28.2		
Encroachments – Boundaries and		
Easements – Described Improvements	10%	5%
Owner's or Loan Policy		
ALTA 28.3		
Encroachments-Boundaries and		
	10%	5%
Easements-Described Improvements and	10%	J 70
Land Under Development		
Owner's or Loan Policy ALTA 29 <sup>1</sup>		
		<b>#2</b> 50
Interest Rate Swap – Direct Obligation	N/A	\$250
Loan Policy		
ALTA 29.1 <sup>1</sup>		<b>t r r r</b>
Interest Rate Swap – Additional Interest	N/A	\$250
Loan Policy		
ALTA 29.2 <sup>1</sup>		30%, plus
Interest Rate Swap – Direct Obligation –		appropriate rate
Defined Amount	N/A	for increased
Loan Policy		insurance amount
		Min. \$250
ALTA 29.3 <sup>1</sup>		30%, plus
Interest Rate Swap – Additional Interest		appropriate rate
– Defined Amount	N/A	for increased
Loan Policy		insurance amount
-		Min. \$250
ALTA 30		
Shared Appreciation Mortgage	N/A	\$50
Loan Policy		

Endorsement No. and	Owner	Lender
Description		
ALTA 30.1		\$.50/\$1,000 up to
Commercial Participation Interest	N/A	\$1 million Over
Loan Policy		\$1 million
ALTA 31		Negotiable 5%
Severed Improvements	N/A	Min. \$250
Loan Policy	1N/A	Max. \$1,500
ALTA 32		Max. \$1,500
Construction Loan – Pending	N/A	10%
•	1N/A	Min. \$100
Disbursement – Loan Policy ALTA 32.1		
Construction Loan – Loss of Priority –	N/A	10%
5	1N/A	Min. \$100
Direct Payment – Loan Policy ALTA 32.2		
Construction Loan – Loss of Priority –	N/A	10%
Insured's Direct Payment – Loan Policy	1N/A	Min. \$100
ALTA 33		
Disbursement Endorsement	N/A	\$50
Loan Policy	1 1/2 1	φ50
ALTA 34		
Identified Risk Coverage	\$50	\$50
Owner's or Loan Policy	ψ50	ψ50
ALTA 34.1		
Identified Exception-Identified Risk		
Exception	Based on Risk	Based on Risk
Owner's or Loan Policy		
ALTA 35		
Minerals and Other Subsurface		
Substances – Buildings	20%	15%
Owner's or Loan Policy		
ALTA 35.1		
Minerals and Other Subsurface	2004	1 = 0 /
Substances – Improvements	20%	15%
Owner's or Loan Policy		
ALTA 35.2		
Minerals and Other Subsurface	2004	1.50/
Substances – Described Improvements	20%	15%
Loan Policy		
ALTA 35.3		
Minerals and Other Subsurface	250/	2004
Substances – Land Under Development	25%	20%
Loan Policy		

Endorsement No. and	Owner	Lender
Description		
ALTA 36	5%	
Energy Project – Leasehold/Easement	Min. \$250	N/A
Owner's Policy	Max. \$1,500	
ALTA 36.1		5%
Energy Project – Leasehold/Easement	N/A	Min. \$250
Loan Policy		Max. \$1,500
ALTA 36.2	5%	
Energy Project – Leasehold	Min. \$250	N/A
Owner's Policy	Max. \$1,500	
ALTA 36.3		5%
Energy Project – Leasehold	N/A	Min. \$250
Loan Policy		Max. \$1,500
ALTA 36.4	50/	
Energy Project – Covenants, Conditions	5%	NT/A
& Restrictions – Land Under	Min. \$250	N/A
Development – Owner's Policy	Max. \$1,500	
ALTA 36.5		
Energy Project – Covenants, Conditions		¢100
& Restrictions – Land Under	N/A	\$100
Development – Loan Policy		
ALTA 36.6		
Energy Project – Encroachments	N/A	\$100
Loan Policy		
ALTA 36.7	5%	
Energy Project – Fee Estate	Min. \$250	N/A
Owner's Policy	Max. \$1,500	
ALTA 36.8		5%
Energy Project – Fee Estate	N/A	Min. \$250
Loan Policy		Max. \$1,500
ALTA 37		
Assignment of Rents and Leases	N/A	\$50
Loan Policy		
ALTA 38		
Mortgage Tax	N/A	\$20
Loan Policy		¥= ¥
ALTA 39		
Policy Authorization	No Charge	No Charge
Owner's or Loan Policy	i to churge	i to chuige
ALTA 40		
Tax Credit	10%	N/A
Owner's Policy	10/0	1 1/ 2 1
owner stoney		

Endorsement No. and	Owner	Lender
Description		
ALTA 40.1	10%, plus	
Tax Credit – Defined Amount	appropriate rate	N/A
Owner's Policy	for increased	
	insurance amount	
ALTA 41		
Water – Buildings	10%	10%
Loan Policy		
ALTA 41.1		
Water – Improvements	10%	10%
Owner's or Loan Policy		
ALTA 41.2		
Water – Described Improvements	10%	10%
Owner's or Loan Policy		
ALTA 41.3		
Water – Land Under Improvement	10%	10%
Owner's or Loan Policy		
ALTA 42		
Commercial Lender Group	N/A	\$250
Loan Policy		·
ALTA 43		
Anti-Taint	N/A	\$100
Loan Policy		ψισσ
ALTA 44		
Insured Mortgage Recording	N/A	No Charge
Loan Policy	1 1/ 1 1	ito charge
ALTA 45		
Pari Passu Mortgage	N/A	\$50
Loan Policy		φ <b>3</b> 0
ALTA 46		
Option	10%	10%
1	10%	10%
Owner's or Loan Policy		
ALTA 47	No Chargo	No Chargo
Operative Law – 2006 Owners Policy	No Charge	No Charge
ALTA 47.1		
Operative Law – 2006 Loan Policy	No Charge	No Charge
Operative Law – 2000 Loan Folley	ito charge	ito chuige
ALTA 47.2		
Operative Law – 2013 Homeowners	No Charge	No Charge
Policy		0-
ALTA 47.3		
Operative Law – 2015 Expanded	No Charge	No Charge
Coverage Residential Loan Policy		i to chui go
Coverage Residential Loan Foney	1	

Endorsement No. and Description	Owner	Lender
<b>ALTA 48</b> Tribal Waivers and Consents	No Charge	No Charge
WFG Solar Endorsement Loan Policy	N/A	\$50
WFG General Endorsement Owner's or Loan Policy	No Charge	No Charge
<b>WFG</b> Arbitration Endorsement Owner's or Loan Policy	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 the endorsement is not issued on that type of coverage.