

FIRST INTEGRITY TITLE AGENCY OF ARIZONA, LLC

AMENDED ESCROW FEES AND CHARGES FOR THE STATE OF ARIZONA

This Schedule of fees and Charges shall supersede all Schedules of Fees and Charges which have heretofore been displayed in our offices and filed with the Arizona Department of Financial Institution pursuant to A.R.S. §6-846 et. Seq. On behalf of First Integrity Title Agency of Arizona, LLC in the State of Arizona.

EFFECTIVE: March 2, 2023

First Integrity Title Agency of Arizona, LLC

SECTION I - GENERAL RULES

A. DEFINITION OF ESCROW - ARS§6-801(4), as Amended

"Escrow" means any transaction in which any escrow property is delivered with or without transfer of legal or equitable title, or both, and irrespective of whether a debtor-creditor relationship is created, to a person not otherwise having any right, title or interest therein in connection with the sale, transfer, encumbrance or lease of real or personal property, to be delivered or redelivered by that person upon the contingent happening or non-happening of a specified event or performance or nonperformance of a prescribed act, when it is then to be delivered by such person to a grantee, grantor, promisee, promisor, obligee, obligor, bailee or bailor, or any designated agent or employee of any of them. Escrow includes subdivision trusts and account servicing.

B. EFFECTIVE DATE

All rates set forth herein become effective when approved by the Arizona Department of Financial Institution or by operation of law.

C. APPLICABILITY

For purposes of rate application, all counties in the state of Arizona shall be included.

All fees and charges shall be considered earned by the Company upon close of escrow and shall be non-refundable.

D. MINIMUM CHARGES

Unless otherwise set forth within as specific rate herein, the minimum charge for any escrow transaction shall be \$650.

E. COMPUTATION FROM BASIC RATE

1. The applicable rates shall be computed on a per-unit of insurance basis in multiples of \$20,000, in accordance with the division of such units as set forth in the applicable Basic Escrow Rate Table.
2. Whenever percentages of the Basic Escrow Rate are used, the charge arrived at shall be rounded up to the nearest dollar.

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F. PAYMENT OF ESCROW CHARGES

Unless otherwise instructed in writing by the parties, the escrow charges and recording/filing fees shall be paid one-half by Buyer and one-half by Seller.

Unless otherwise instructed in writing by the parties, any charges incurred for miscellaneous or additional services provided or requested by the parties shall be charged to the person who requested such services(s) or who will benefit by such service(s).

E. SEPARATE SALES OR EXCHANGES (DIFFERENT OWNERS)

The Basic Sale Escrow Fee as set forth herein shall be charged on each separate sale, seller or exchanger involved.

The applicable charge applies on the amount of each individual sale or exchange even though there may be one common purchaser, and the sales or exchanges are handled concurrently, and one or more separate escrows are involved.

F. UNDIVIDED INTEREST SOLD SEPERATELY FROM REMAINING INTEREST

The Basic Sale Escrow Fee Charge as set forth herein shall be charged based upon the interest covered, the purchase price or the fair value thereof, whichever is the higher.

G. GEOGRAPHIC APPLICATION OF RATES

Unless otherwise noted, the applicable escrow fees shall be determined by the county in which the escrow is handled and not the county where the property is located.

H. MISCELLANEOUS SERVICES

Fees for services set forth in this Manual which are not listed as being included in a particular rate shall be charged to the party who has requested such service or who will benefit by such service and shall be in addition to that particular rate.

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SECTION II - ESCROW - BASIC SALE CHARGES

SALE – BASIC CHARGE

The minimum charge of 100% of the Basic Escrow Rate shall be based upon the amount of insurance issued, purchase price, or fair value of the property subject to the escrow (Includes standard Overnight Delivery Fees, Courier Fees and Wire Processing Fees). If additional charges are applicable, all such additional charges shall be added to the Basic Escrow Rate as applicable.

ALL INCLUSIVE SALE TRANSACTION FEE

- **Cash sale transactions no lien payoff (free and clear) \$50.00**
The following services are included in this fee: Courier Delivery, Wire Transfer Fee Overnight/Express Mail.
- **Cash sale transactions with lien payoffs \$100.00**
The following services are included in this fee: Courier Delivery, Wire Transfer Fee Overnight/Express Mail, Reconveyance Fees.
- **Sale transactions with a loan no lien payoff (free and clear) \$200.00**
The following services are included in this fee: Courier Delivery, Wire Transfer Fee Overnight/Express Mail, Loan Tie-In Fee, Electronic Document Deliver
- **Sale transactions with loan & lien payoffs \$300.00**
The following services are included in this fee: Courier Delivery, Wire Transfer Fee Overnight/Express Mail, Loan Tie-In Fee -, Electronic Document Deliver Reconveyance Fee

LOAN TIE-IN FEE – SALE ESCROW WITH NEW LOAN

When a loan escrow is closed concurrently with a sale, there shall be an additional escrow fee charged per loan closed that is to be secured by the property subject to the escrow.

\$200

The rate is in addition to the escrow fee charged for closing the sale escrow and shall be applicable regardless of the type of lender (i.e. institutional or private lender, seller carry-back, etc.) or loan program.

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SECTION III -SPECIAL RATES

The rates contained within this section are considered reduced rates. No other rate shall be applied to these rates.

INVESTOR RATE

This rate is available to builders, contractors, developers, subdividers, licensed real estate agents or brokers, licensed mortgage brokers, loan officers or other individuals, groups of individuals or entities customarily engaged in real estate investments for the production of income and profit, wherein they are the buyer, borrower or seller. This rate is applicable only to the escrow fees which are being paid by the investor on sale transactions

The charge will be **70% of the Basic Escrow Rate**

BULK INVESTOR RATE

This rate is available to builders, contractors, developers, subdividers, licensed real estate agents or brokers, licensed mortgage brokers, loan officers or other individuals, groups of individuals or entities customarily engaged in real estate investments for the production of income and profit, wherein they are the buyer, borrower or seller. This rate is applicable only to the escrow fees which are being paid by the investor on sale transactions, where the investor is placing a minimum average of 15 or more orders with the company in a calendar month.

The charge will be **\$550**

COMPETITORS' RATES

The Company reserves the right to match any written escrow rate quote from a State of Arizona licensed title/escrow company. All such agreements must be approved in writing by the County Manager of the appropriate County and signed by all pertinent parties. A copy of said agreement is to be placed in each escrow file for which the rate applies.

NEGOTIATED RATE

Under certain circumstances, the Company reserves the right to negotiate fees. Any such negotiated rate agreement must be approved in writing by the County Manager of the appropriate County and signed by all pertinent parties. A copy of said agreement is to be placed in each escrow file for which the rate applies.

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REO (REAL ESTATE OWNED) RATE

This rate is available to any person or entity who us customarily engaged in selling REO properties wherein they are the seller. This rate is applicable to the basic sale escrow fees which are being paid by the buyer and seller in a transaction.

The charge will be **\$1300**

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SECTION IV - MISCELLANEOUS SERVICES

SPECIAL SERVICES OR ADDITIONAL WORK CHARGE

A \$100 an hour work charge will be made when special services or additional work is requested or required that is over and above the normal services provided in the type of escrow to be closed. The customer will be notified of the charges before they are incurred. In the event such charges are made, the deposit of final funds and the signing of final documents or the acceptance of the work performed will constitute approval of the charges.

Under such circumstances, the minimum fee shall be \$100 plus \$50 per each additional half-hour or fraction thereof.

RECORDING & FILING SERVICE FEES

The fees charged for recording and/or filing fees with the County Recorder, Secretary of State or other applicable government office shall be the amount(s) indicated below or the invoiced charges from the title provider, whichever is greater:

| Description | Fee Per File |
|--|---|
| Refinance or Loan (non-commercial properties) | \$70 |
| Sale with New Loan | \$70 |
| All Cash Transactions (non-commercial properties) | \$70 |
| All Other Transactions | \$70 |
| Commercial Sale (with or without loan) or Refinance | \$60 or Actual Fees charged by the recording and/or filing office, whichever is greater. |

The above fees shall be considered earned at close of escrow and shall be non-refundable. The company reserves the right to charge actual recording charges in place of any service fees as stated above.

SIGNING SERVICE FEES

Escrow signing services (document signatures/notarization) performed by a contracted notary service, per transaction package/signing event as requested by customer.

\$150

The company reserves the right to pass on any third-party fees for signing services that exceed the filed amount.

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FIRPTA FILING FEE

This charge shall apply when the transaction involves withholding of proceeds and payment of same to the Internal Revenue Service in connection with the Foreign Investment Real Property Tax Act.

\$100

INVESTOR TRANSACTION COORDINATION SERVICES

This rate is available to buyers, sellers or other individuals, groups of individuals or entities customarily engaged in real estate investment wherein they are the buyer, borrower or seller and desire the company to assist in transaction coordination services with another escrow and or title company.

\$350

WIRE FEE

This charge shall apply when the transaction involves more than the standard/anticipated wire fees commonly occurring.

\$25

COURIER FEE

This charge shall apply when the transaction involves more than the standard/anticipated courier fees commonly occurring.

\$25

LOAN - DUAL CLOSING PROCESSING FEE

This charge shall apply when more than one signing appointment for a loan package is requested with multiple parties in different locations.

\$150

SUBORDINATION PROCESSING FEE

This charge shall apply when the company has been asked to process a subordination agreement on behalf of a lender or borrower

\$150

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REO (REAL ESTATE OWNED) COORDINATION SERVICES

This rate is available to sellers customarily engaged in REO sales and as seller, desire the company to assist in transaction coordination services with another escrow and or title company.

\$450

REO (REAL ESTATE OWNED) CANCELLATION FEE

This charge shall apply to any REO transaction that cancels or transfers after 15 business days, excluding national holidays, from the date the order is opened, and no future transaction is anticipated for that same property and or parties.

\$350 - Title search has commenced/been completed

\$150 – Title search has not been completed

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SECTION V - LOAN ONLY ESCROW RATES

LOAN ESCROW RATE - 1 to 4 SFR & NON-COMMERCIAL PROPERTIES

This rate shall be applicable to any loan-only transaction, regardless of whether or not there is/are any existing loan(s) to be paid off as a part of the escrow.

\$330

Includes: courier and overnight delivery fees, wire fees, electronic document fee; payoff tracking and processing fees. Does not include the Recording Service Fee or other filed rates included in this manual for special services as requested or required to close the escrow.

CENTRALIZED BUNDLED REFINANCE ESCROW RATE

This rate shall be applicable to any loan-only transaction, regardless of whether or not there is/are any existing loan(s) to be paid off as a part of the escrow. It is available to borrower and lender clients who submit a high volume of refinance orders that can be processed efficiently by Company. "High Volume" shall mean that the client will place a minimum of ten (10) transactions per month. "Processed efficiently" implies that the client will place the order through the Company website, direct integration, or similar web-based technologies and is able to accept automated electronic delivery of Company products and services. Clients who submit orders via telephone or facsimile cannot qualify for volume pricing.

Includes: Standard courier and/or overnight delivery fee, standard wire fees, electronic document fee, electronic recording submission fees, one signing/notary fee, payoff tracking and processing fees. Does not include the actual recording charges or other filed rates included in this manual for special services as requested or required to close the escrow.

\$550

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Basic Escrow Insurance Rate: Statewide

| TRANSACTION AMOUNT Up to and Including | | | Rate | TRANSACTION AMOUNT Up to and Including | | | Rate |
|---|---|-----------|---------|---|---|-------------|-----------|
| \$0 | - | \$100,000 | = \$650 | \$540,001 | - | \$560,000 | = \$995 |
| \$100,001 | - | \$120,000 | = \$665 | \$560,001 | - | \$580,000 | = \$1,010 |
| \$120,001 | - | \$140,000 | = \$680 | \$580,001 | - | \$600,000 | = \$1,025 |
| \$140,001 | - | \$160,000 | = \$695 | \$600,001 | - | \$620,000 | = \$1,040 |
| \$160,001 | - | \$180,000 | = \$710 | \$620,001 | - | \$640,000 | = \$1,055 |
| \$180,001 | - | \$200,000 | = \$725 | \$640,001 | - | \$660,000 | = \$1,070 |
| \$200,001 | - | \$220,000 | = \$740 | \$660,001 | - | \$680,000 | = \$1,085 |
| \$220,001 | - | \$240,000 | = \$755 | \$680,001 | - | \$700,000 | = \$1,100 |
| \$240,001 | - | \$260,000 | = \$770 | \$700,001 | - | \$720,000 | = \$1,115 |
| \$260,001 | - | \$280,000 | = \$785 | \$720,001 | - | \$740,000 | = \$1,130 |
| \$280,001 | - | \$300,000 | = \$800 | \$740,001 | - | \$760,000 | = \$1,145 |
| \$300,001 | - | \$320,000 | = \$815 | \$760,001 | - | \$780,000 | = \$1,160 |
| \$320,001 | - | \$340,000 | = \$830 | \$780,001 | - | \$800,000 | = \$1,175 |
| \$340,001 | - | \$360,000 | = \$845 | \$800,001 | - | \$820,000 | = \$1,190 |
| \$360,001 | - | \$380,000 | = \$860 | \$820,001 | - | \$840,000 | = \$1,205 |
| \$380,001 | - | \$400,000 | = \$875 | \$840,001 | - | \$860,000 | = \$1,220 |
| \$400,001 | - | \$420,000 | = \$890 | \$860,001 | - | \$880,000 | = \$1,235 |
| \$420,001 | - | \$440,000 | = \$905 | \$880,001 | - | \$900,000 | = \$1,250 |
| \$440,001 | - | \$460,000 | = \$920 | \$900,001 | - | \$920,000 | = \$1,265 |
| \$460,001 | - | \$480,000 | = \$935 | \$920,001 | - | \$940,000 | = \$1,280 |
| \$480,001 | - | \$500,000 | = \$950 | \$940,001 | - | \$960,000 | = \$1,295 |
| \$500,001 | - | \$520,000 | = \$965 | \$960,001 | - | \$980,000 | = \$1,310 |
| \$520,001 | - | \$540,000 | = \$980 | \$980,001 | - | \$1,000,000 | = \$1,325 |

For Transactions over \$1,000,000 and up to \$5,000,000 add \$12.00 per \$20,000, for any amount in excess of \$5,000,000 add \$10.00 per \$20,000.