

RAMPART TITLE INSURANCE AGENCY, LLC

PREFACE

AN ESCROW FEE is the amount charged for the acceptance of an escrow transaction and performance of the escrow duties by an Escrow Agent. The fee for a particular escrow transaction is based on either the “Fair Value” of the property or is a set flat charge.

When the fee is based on the “Fair Value” of the property, the appropriate fee is calculated from schedules of charges where fee amounts are listed coinciding the “Fair Value” amounts in increments of \$20,000.00.

There are various sub-categories of these fees based on the terms and conditions specific to each escrow transaction. The appropriate way to calculate a fee of each escrow translation is the subject of this Schedule and General Rules relative thereto, and a thorough understanding of the escrow transaction, this Schedule and the General Rules herein is required in order to charge correctly.

Effective March 1, 2024

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GENERAL RULES AND PROVISIONS

1.1 Definition of Escrow

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. (A.R.S. 6-801(4), as Amended)

1.2 Definition of Escrow Agent

Escrow Agent means any person engaged in the business of accepting escrow. (A.R.S. 6-801, as Amended)

Unless otherwise specified herein, whenever there is a reference to “Escrow Agent”, Escrow Agent shall be Rampart Title Insurance Agency, LLC.

1.3 Definition of Escrow Business

Escrow Business means a commercial activity characterized by the regular and continuous carrying on of escrow transactions. (A.R.S. 6-801, as amended)

1.4 Definition of Fair Value

Fair Value shall be construed as the full value of the property, the sale price, or the total of encumbrances, whichever is higher. When a sale is not involved, the fair value shall be determined from all available information, such as the amount of encumbrances, assessed value, etc. In no event shall the fair value be less than the sum of the unpaid principal balance of each mortgage and/or contract to which the property is subject, unless such mortgages and/or contracts provide for financing of a lender’s loan and closing costs, the mortgage provided for advances, or the capitalization of interest, in which case the mortgages and/or contracts exceed the sales price. Rampart Title Insurance Agency, LLC may be entitled to rely on the value provided by the parties to an arm’s length transaction.

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1.5 Computation from Basic Escrow Rate

The applicable rates shall be computed on the Fair Value of the property as defined above in increments of \$20,000, including any fractional percentage thereon of a set flat fee. Whenever any fractional percentage of the Fair Value is used, the fee arrived at will be rounded up to the next highest fee increment. For example, if the Fair Value is \$167,050.00, the Basic Escrow Rate will be based on \$180,000.00.

1.6 Acquisitions of Undivided Interests

The Basic Escrow Rate for a single escrow transaction that involved the same purchaser purchasing the undivided interest(s) in a specific or multiple property, shall be based on the amount of the interest conveyed, the consideration paid to the seller or the Fair Value thereof, whichever is greater.

1.7 Multiple Sales or Exchanges

The Basic Escrow Rate for a transaction involving sales or exchanges of multiple properties or involving multiple purchasers or sellers is calculated on the Fair Value of each property being conveyed, even though there may be common parties involved in these multiple or single Escrow transactions and/or concurrent recordings.

1.8 Minimum Fees, Charges, Cancellation Fees and Special Risks

The fees herein are minimum charges. Additional charges will be made when unusual conditions are encountered, when special risks are assumed or when special services are provided, as deemed necessary by reason of terms and conditions set forth in the escrow transaction.

1.9 Effective Date

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

1.10 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 service(s) or who will benefit by such service(s).

1.11 Refinance

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Refinance means any transaction in which no sale is involved, and a lien shall be secured to a residential property which has been previously unencumbered or an existing first lien shall be replaced.

1.12 Affiliated Contracts

In order to comply with government mandated mortgage regulations, Rampart Title Insurance Agency, LLC may find it necessary to enter into an agreement with its affiliated lender(s) for a reduction in fees, in accordance with written directives. This agreement will not apply to transactions involving any other lenders, nor does it apply to cash transactions. Any negotiated rate will be in writing and placed on file

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BASIC ESCROW FEES

2.1 Basic Escrow Rate (Sale)

The fee for Basic Escrow Services for a sale transaction is 100% of the Basic Escrow Fee based upon the Fair Value of the property being conveyed in the escrow transaction, subject to modification as expressly provided in this Schedule, provided that if the transaction involves the sale of a lease other than an oil, gas, or mineral lease, the fee is computed based on the Fair Value of the lease. The fee for an escrow transaction involving the sale of an oil, gas, or mineral lease will be negotiated based on the services rendered.

2.2 Basic Escrow Rate (Sale and Loan Fee)

The fee for Basic Escrow Services when a sale escrow and loan escrow are conducted simultaneously (including seller carry back situations) covering identical property is 100% of the Basic Escrow Fee plus an additional fee of \$100 per loan.

2.3 Refinance Rate

Refinance transactions shall be charged a flat rate of \$375, plus appropriate other charges, i.e., express mail, wire fees, e-doc fees, etc.

2.4 Investor Rate

Any licensed real estate broker or sales agent, mortgage broker, or any other individuals or entities customarily involved in real estate investments shall be charged 70% of the Basic Escrow Rate on real estate investment transactions to which they are personally a party. This rate applies only to the portion of the escrow fee that the qualifying party would be obligated to pay in the transaction and is available only upon request by the investor.

2.5 Subdividers, Builders and Developers

A) Builder/Developer (Sales)

This rate is available to a builder, contractor, developer, or sub-divider customarily engaged in such business for the units being developed in a common promotional plan. This rate shall apply only when the transaction involves the sale to a consumer home buyer, lot purchaser, or a transfer to a homeowners' association. This rate shall only apply to the portion of the escrow rate customarily paid by the seller. This rate shall be

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based upon the number of units conveyed within a calendar year by the qualifying transferor.

- 1-500 units – 60% of Basic Rate
- 501-1,000 units – 55% of Basic Rate
- 1001 or more units – 50% of Basic Rate

B) Builder/Developer (Purchase)

The rate is available to a builder, contractor, developer, or sub-divider customarily engaged in such business when the transaction is to acquire property for the eventual sale to a consumer home buyer, lot purchaser, or a transfer to a homeowners' association. This rate shall only apply to the portion of the escrow rate customarily paid by the buyer. This rate shall be based upon the aggregate sale amounts of all property transactions transferred through Rampart Title Insurance Agency, LLC in a calendar year by the same transferee.

- \$0.00 - \$3,000,000 - 70% of Basic Rate
- \$3,000,001 - \$10,000,000 - 65% of Basic Rate
- \$10,000,001 - \$15,000,000 - 60% of Basic Rate
- \$15,000,001 and above - 55% of Basic Rate

C) Builder/Developer (Loan Only)

The rate is available to a builder, contractor, developer, or sub-divider customarily engaged in such business when the transaction does not involve a transfer of title. This rate shall be based upon the fair value of the property. The rate shall be 70% of the basic rate.

2.5 Employee Rate

There shall be no escrow fee charged for transactions closed in connection with the financing, refinancing, sale or purchase of the employee's primary residence for any employee of Rampart Title Insurance Agency, LLC, engaged in the business of title insurance and escrow services. This rate only applies to the employee's portion of the transaction that is normal and customary. Secondary properties are at 50% of the Basic Escrow Rate.

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2.6 Negotiated Rate

Under certain circumstances, Rampart Title Insurance Agency, LLC 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. A negotiated rate agreement may be generated on a per client basis and used as the rate schedule for the client.

The minimum charges set forth herein shall not apply to this section.

2.7 Escrow Only

An Escrow specifying that no title policy is to be issued shall have a basic charge of 200% of the Basic Escrow Rate. There will be no Builder or Developer/Investor discounts in conjunction with Escrow Only transactions. These transactions must be approved by Escrow Agent's Management.

2.8 First Responder's Rate/Military Personnel/Teacher Rate

Includes police officers, firefighters, emergency medical personnel, active or retired military, National Guard employees, and teachers. The person requesting the rate must present a currently military identification card and/or proof of employment.

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

2.9 Competitor's Rates

Rampart Title Insurance Agency, LLC 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.

2.10 Construction Loan/VA/Commercial Loan – No Sale

If no sale is involved and the purpose of the transaction is to secure a construction loan, the rate shall be based upon the dollar value of the fully disbursed construction loan under the basic escrow rates herein. This rate shall include lender requests for additional services such as obtaining lien waivers and architectural approval.

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If no sale is involved and the purpose of the transaction is to secure a VA loan, the lender may be required to pay fees for the borrower. In this event, the rate shall be \$100.00. Additional charges may apply under other sections of this rate manual.

If no sale is involved and the purpose of the transaction is to secure a commercial loan, the rate charged shall be based upon the loan amount as follows:

Up to \$800,000 - \$500.00

\$800,001-\$1,000,000.00 - \$600.00

\$1,000,001.00 and above- \$700.00

2.11 Sub-Escrow

Sub-escrow service may be provided in support of primary escrow holder or institutional lender, etc., at a fixed rate agreed upon by and between Rampart Title Insurance Agency, LLC and said primary escrow holder or lender, dependent upon the difficulty of the escrow. The minimum shall not be less than \$100.00 and the maximum shall not exceed 50% of the applicable rate. The agreed upon rate shall be in writing and kept in the file.

Services available under this section are restricted to the receipt of funds, recordation of applicable documents, and the disbursement of such funds for the elimination of matters affecting title, according to written instructions from the primary escrow holder and/or lender.

2.12 Leasehold

The Leasehold Escrow Rate (other than Oil, Gas or Mineral Leases) shall be 100% of the basic rate based upon the fair value of the property leased or the total amount of the lease payments, whichever is less.

2.13 Auction

This rate applies to multiple properties packaged for sale at an auction by one or more lenders, brokers or owners. Rate includes normal escrow services, document recording and courier and overnight delivery fees. The rate shall be split between the parties as specified in the Purchase Agreement. The rate shall be \$900.00 per transaction. Additional fees may be charged consistent with the Company's rate filed for additional services.

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2.14 Time Share

Rates under this section shall apply to transactions involving the purchase or resale of any time share. The rate shall be \$245.00.

2.15 Short Sale

This rate shall apply to all transactions requiring approval by the lender(s) of record as to the terms of the transaction. This rate shall include reconveyance tracking and payment of up to three unsecured obligations. The rate shall be \$250.00 in addition to the basic rate.

2.16 Non-Profit Housing Organization

The escrow rate for non-profit housing organizations will be \$200.00 per transaction.

2.17 Churches and Non-Profit

Rates under this section shall apply to transactions involving the purchase or resale of property by any organization which is recognized as a non-profit organization by the federal government. Proof of nonprofit status must be provided to Rampart Title Insurance Agency, LLC 5 days prior to escrow closing. This rate is applicable only to fees customarily paid by the qualified party. The rate shall be 50% of the basic rate.

2.18 Relocation

Rates under this section shall apply to transactions involving the purchase or resale of property resulting from a buyer or seller participating in a company sponsored relocation plan. Such rates are authorized only in connection with those costs which the buyer or seller would be obligated to pay by established custom as a party to the transaction, and may be charged through escrow to employee, employer or relocation company acting on the behalf of the parties, according to written instructions. The rate shall be 70% of the basic rate.

2.19 REO (Escrow Only)

This rate shall be applied to any transaction involving an REO property, in which title insurance is not to be provided by Rampart Title Insurance Agency, LLC. This rate shall include any and all electronic fund transfers for proceeds and/or liens and obligations necessary to insure the property, electronic transmission of loan documents, and reconveyance tracking charges. The rate shall be \$1,200.00.

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MISCELLANEOUS AND SPECIAL FEES

The following charges may be applicable for services not included in the basic rate. All charges collected for services rendered in this section shall be considered earned income. Upon cancellation, said charges may be deducted from any earnest money prior to disbursement.

3.1 Additional Work

A fee of \$100.00 per hour, or fraction thereof, shall be charged when special services or additional work is requested and/or required. Signing final documents shall constitute approval of this fee for special services rendered. Any special services or additional work shall be documented in the escrow file.

3.2 Interest Bearing Accounts

In connection with a transaction, escrowed funds being held by Rampart Title Insurance Agency, LLC may be placed into an interest bearing account upon the written request of all parties to the escrow. The funds will be placed in an account with the fiduciary institution with which Rampart Title Insurance Agency, LLC has its escrow account. The charge is for opening, servicing and closing out the account. The charge for each such account shall be \$75.00 per account.

3.3 Recording Fee

This fee shall be \$70.00. This fee will be charged on all Escrows involving the recordation of documents with the EXCEPTION of transactions involving commercial property.

Recording fees on Escrows involving commercial property shall be charged in accordance with the fees/costs directly associated with the recording action and as set forth by the County Recorder's Office.

3.4 Holdback

There may be a charge of \$100.00 when Rampart Title Insurance Agency, LLC is instructed to holdback funds post-closing.

3.5 Abandoned Funds

When funds remain in an escrow subsequent to the closing or cancellation thereof and said funds are unclaimed or un-disbursed for a period of six months or more, there shall be a maintenance charge of \$25.00 per month for said funds beginning 30 days from the close of escrow. Funds shall be held until depleted or such time as any remaining funds are allowed to be properly escheated, by law, to the State of Arizona. Upon final

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disbursement of said funds the maintenance charge shall be deducted from the amount held and the balance disbursed accordingly.

3.6 Affixture of Mobile Homes

There will be a charge for transactions which require either transfer of a mobile home title or surrender as part of an Affidavit of Affixture. The charge shall be \$200.00

3.7 Reproduction of Documents

Standard reproduction of documents may be charged at the rate of \$30.00 per employee hour for reasonable clerical services, plus \$0.25 for each page produced. Documentation of time spent and pages produced shall be kept on file.

3.8 Tracking

This charge shall be assessed to the seller (or borrower in the event of a refinance) for tracking reconveyance documents. This charge shall include the recording of a reconveyance document should the company be required to record same (pursuant to A.R.S. 33-707). The charge for tracking will be \$85.00.

3.9 Inspection

There shall be a charge for each physical property inspection required. The charge shall be \$75.00 for a single lot or parcel. For multiple lots in a common subdivision or contiguous parcels of land, the charge shall be \$75.00 for the first lot/parcel plus \$5.00 for each additional common lot or contiguous parcel thereafter.

3.10 Short Sale Processing

In addition to the rate specified herein, transactions processed by our Certified Distressed Property Expert (CDPE) Department will be subject to an additional processing charge. Said charge shall be paid by the Seller. The charge for this service shall be \$500.00. Should the lender or lenders refuse to allow all or a portion of said fee, the disallowed portion shall not apply.

3.11 UCC Search

There may be a charge for each UCC search deemed necessary on a transaction. The amount of the charge shall be \$30.00.

In the event that a rush is requested, (completion within 48 hours), an additional \$15.00 may be charged.

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3.12 Wire Fee

There will be a \$30 wire fee for all incoming and all outgoing electronic funds transfers.

3.13 Document Storage Fee

There will be a \$15 document storage fee for all transactions.

3.14 Document Delivery Fee

There will be a fee of \$25 per package when an outside service (i.e., UPS, Airborne, Federal Express, etc.) is required in an escrow transaction. If such fee is greater than \$25.00 then the actual fee shall be charged.

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APPENDIX A

BASIC ESCROW FEE

Transaction Amount up to and including	Rate
\$100,000	\$800
\$120,000	\$830
\$140,000	\$860
\$160,000	\$890
\$180,000	\$920
\$200,000	\$947
\$220,000	\$975
\$240,000	\$1,003
\$260,000	\$1,031
\$280,000	\$1,059
\$300,000	\$1,087
\$320,000	\$1,115
\$340,000	\$1,143
\$360,000	\$1,171
\$380,000	\$1,196
\$400,000	\$1,221
\$420,000	\$1,246
\$440,000	\$1,271
\$460,000	\$1,296
\$480,000	\$1,321
\$500,000	\$1,346
\$520,000	\$1,371
\$540,000	\$1,396
\$560,000	\$1,421
\$580,000	\$1,446
\$600,000	\$1,471
\$620,000	\$1,495
\$640,000	\$1,519
\$660,000	\$1,543
\$680,000	\$1,567
\$700,000	\$1,591
\$720,000	\$1,615
\$740,000	\$1,639
\$760,000	\$1,663
\$780,000	\$1,687
\$800,000	\$1,711
\$820,000	\$1,735
\$840,000	\$1,759
\$860,000	\$1,783
\$880,000	\$1,807
\$900,000	\$1,831
\$920,000	\$1,855
\$940,000	\$1,879
\$960,000	\$1,903

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\$980,000	\$1,927
\$1,000,000	\$1,951
Over \$1,000,000	Add \$20 per \$20,000 or fraction thereof