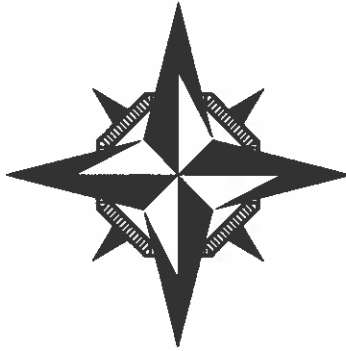

NORTHSTAR TITLE AGENCY



ARIZONA

ESCROW RATE SCHEDULE OF FEES AND CHARGES

Effective July 1, 2024

NorthStar Title Agency, LLC

PO Box 26504

Scottsdale, AZ 85255

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 NorthStar Title Agency, LLC in the State of Arizona.

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Section I

General Rules

A. 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)

"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 mean NorthStar Title Agency, LLC (the "Company").

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

B. EFFECTIVE DATE

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

C. APPLICABILITY

For purposes of rate application, all counties shall be included. All fees and charges shall be considered earned by NorthStar Title Agency, LLC upon close of escrow and shall be non-refundable.

D. FAIR VALUE

When a sale is involved the "Fair Value" means the full amount of the consideration paid to the Seller, including any encumbrances being assumed by the Buyer and/or the "Fair Value" shall be determined from all available information, i.e., amount of encumbrances, assessed value, comparable sale data, etc. In no event shall the "Fair Value" be less than the sum of the unpaid principal balances of the mortgages, deed of trust and/or contracts to which the property is subject and is at the sole discretion of the Escrow Agent. When a sale is not involved, the "Fair Value" shall be the principal amount of the loan.

E. COMPUTATION FROM BASIC ESCROW RATE

The Basic Escrow Rate will always be applied on the fair value as defined herein in increments of \$20,000 including any fraction thereof.

Whenever percentages are used to calculate an escrow fee, the fee charged will be rounded up to the next highest dollar.

Other rates, such as special escrow rates or rates applicable to specific types of transactions as set forth in this manual will be extended at the discretion of the Escrow Agent or upon request and submission of sufficient documentation of qualifications.

Certain projects may require services for which a pricing schedule is not provided in this schedule of fees (i.e. non-typical projects). The company reserves the right to enter into contracts or agreements in writing outlining negotiated rates to be charged. Any such contract or agreement shall be approved by company management and maintained outside of this rate manual.

Any special rate shall be applied only to that portion of the fees the qualifying party is customarily charged and is expected to pay in the transaction and as provided for in this filing.

F. SEPARATE SALES OR EXCHANGES (DIFFERENT OWNERS)

The basic charge is applicable per the Basic Escrow Rate on each separate sale in which any seller/exchanger is 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 is/are involved.

G. TRANSFER OF UNDIVIDED INTEREST (SOLD SEPARATELY FROM REMAINING INTEREST)

The basic charge is applicable based upon the Basic Escrow Rate for the interest conveyed, the purchase price or the fair value thereof, whichever is higher.

H. MINIMUM CHARGES FOR SPECIAL SERVICES

- a. Additional charges will be made when unusual conditions are encountered or when special services are provided as deemed necessary by reason of terms and conditions set forth in the escrow transaction.
- b. In the event such charges are incurred, the deposit of final funds and the signing of final documents or the acceptance of the work performed will constitute approval of the charges.

I. EMPLOYEE RATE

Employees, Officers and Directors of NorthStar Title Agency, LLC shall receive a complimentary escrow service (for those charges which they would customarily be expected to pay) in connection with the purchase, sale and/or refinance of their **primary residence**. The complimentary escrow service noted above (purchase, sale and/or refinance) is **limited to one** purchase, and one sale, and one refinance transaction during a rolling twelve-month period.

J. MINIMUM ESCROW RATE

Unless otherwise set forth within a specific rate herein, the total minimum charge for any escrow transaction shall be:

Transaction Type	Residential	Commercial
i. Sale	\$1,200.00	\$1,200.00
ii. New Loan or Refinance	\$200.00	\$225.00
iii. Subdivision Builder	\$250.00	\$250.00
iv. Special Rates	\$250.00	\$250.00
v. Misc Escrows	\$1,200.00	\$1,200.00

K. ESCROW FEE SPLIT

Unless otherwise instructed in writing by the parties, the escrow fees and recording/filing fees to be charged one-half (1/2) to Buyer and one-half (1/2) to Seller as applicable. Unless otherwise instructed in writing by the parties, any charges incurred for miscellaneous or additional services provided or requested by the parties will be charged to the person who requested such services(s) or who will benefit by such service(s).

L. RESIDENTIAL ESCROW TRANSACTIONS DEFINED

Whenever the term "Residential Escrow" is used herein, it shall mean a transaction relating to property improved with a 1 to 4 family residential dwelling or residential condominium unit.

M. COMMERCIAL ESCROW TRANSACTIONS DEFINED

Whenever the term "Commercial Escrow" is used herein, it shall mean a transaction relating to all real property not categorized as improved with a 1 to 4 family residential dwelling or residential condominium unit.

N. ESCROW FEE – RESIDENTIAL LOAN

- a. A Loan escrow which does not involve the transfer of title, in which a new loan will be replacing or revamping an existing loan.
- b. A Loan escrow which does not involve the transfer of title, in which there are no existing liens or encumbrances.

Bundle Rate = \$350 + \$125 per additional loan

Note: This rate includes courier/delivery services/reconveyance tracking/wire fees.

O. ESCROW FEE – COMMERCIAL LOAN

This rate shall be applicable to any loan-only transaction, regardless of whether there is/are any existing loan(s) to be paid off as a part of the escrow and when there is no transfer of title and all loan documents are provided by the lender and no documents are to be provided by the Company, the fee shall be:

Liability	Charge
a) Up to \$3 million	\$500.00 Add \$500 for construction loans
b) Over \$3 million	\$750.00 Add \$500 for construction loans
No other rate shall be applied to this rate.	

Following services shall be included in the above rate:

- a. Unlimited incoming and outgoing wire transfers
- b. Unlimited payoff tracking and processing fees
- c. Electronic document fee
- d. Courier and overnight delivery fees

P. ESCROW FEE – RESIDENTIAL CONSTRUCTION LOANS

- a. If there are no existing liens or encumbrances: Bundled Rate = \$350.00
- b. If loan is used to pay off an existing lien or encumbrance in addition to construction costs: Bundled Rate = \$450.00

Note: This rate includes courier/delivery services/reconveyance tracking/wire fees.

Q. ESCROW FEE – OUT OF STATE AND / OR ESCROW ONLY

Escrow services involving a transfer of real property where title insurance is available but is not being issued will be charged at twice the Basic Escrow Rate with a minimum charge of \$1,200.

Note: Escrow Agent, at their discretion, may combine the above rate with any applicable special rates described herein.

R. REO ESCROW RATE

This rate shall be applied to an escrow transaction involving a REO resale (bank owned property):

120% of the Basic Escrow Rate

This rate shall be the sale escrow rate applicable to this type of transaction and unless otherwise instructed in writing by the Seller (bank owning the property) and will be charged one-half (1/2) to buyer and one-half (1/2) to seller.

S. SHORT SALE ESCROW RATE

When the transaction results in one or more existing lenders accepting less than the actual amount owed under its encumbrance ('Short Payoff' or "Short Sale')

Sales Price	Bundled Rate
i. Up to \$100,000	\$1200
ii. \$100,001 - \$250,000	\$1400
iii. \$250,001 - \$500,000	\$1600
iv. \$500,001 - \$750,000	\$1800
v. \$750,001 - \$1,000,000	\$2000
vi. Over \$1,000,000	100% of the Basic Escrow Rate + \$1000

Note: This rate includes Courier fees, Overnight Delivery Fees, Reconveyance Tracking Fees, Wire Fees.

T. COMMERCIAL ESCROW RATE

Escrow services performed in conjunction with title services shall be charged based upon the dollar amount of the transaction, at the following rates for properties defined herein as Commercial.

Sales Price	Rate
a) Up to \$3 million	70% of the Basic Escrow Rate
b) Over \$3 million to \$10 million	60% of the Basic Escrow Rate
c) Over \$10 million to \$15 million	\$4,500.00
d) Over \$15 million to \$20 million	\$5,000.00
e) Over \$20 million	\$5,500.00

U. SUBDIVIDERS, BUILDERS, AND COMMERCIAL DEVELOPERS

These rates are available to a builder, contractor, developer, or subdivider, hereinafter referred to as builder/developer, customarily engaged in such a business and shall apply only when the transaction involves the sale to a consumer homebuyer or lot purchaser.

These rates are applicable only to the Basic Escrow Rates set forth herein.

The amount of the adjustment to the Basic Escrow Rate is dependent upon the number of units being developed in recorded subdivisions and the number of proposed units in additional parcels, all of which are owned by the builder/developer.

The ultimate rate charged to the builder/developer is calculated as follows:

1 - 15 units	70% of the Basic Escrow Rate
16 - 30 units	60% of the Basic Escrow Rate
31 - 70 units	50% of the Basic Escrow Rate
71 - 200 units	40% of the Basic Escrow Rate
201 - 300 units	30% of the Basic Escrow Rate
301 or more units	25% of the Basic Escrow Rate

Minimum Rate - \$250.00

Section II

Special Rates

A. COMPETITOR RATE

The Company may choose to match written escrow quotes received from a competing escrow and/or title company, providing:

- a. Competitor rate must be filed with and approved by Arizona Department of Insurance and Financial Institutions
- b. Copy of quote must be retained in file
- c. Recording Fees and Additional Work Charges, if applicable, are in addition to the above Basic Escrow Rate
- d. If additional charges are applicable, all such additional charges shall be added to the Basic Escrow Rate
- e. Rate may not be combined with any other discounted or special rate

B. NEGOTIATED RATE

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

C. EDUCATOR RATE

This rate is available to any Educator employed as a teacher for an accredited educational institute either public or private. The benefiting party must provide proof of employment.

70% of Basic Escrow Rate

D. FIRST RESPONDER / VETERAN / MILITARY RATE

This rate is available to any First Responder/Veteran/or Military person party to an escrow. A First Responder includes police officers, firefighters, emergency personnel, nurses, active or retired military, National Guard and Red Cross employees. The benefiting party must present proof of employment or active-duty status.

70% of Basic Escrow Rate

E. INVESTOR RATE

This rate is available to 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 to produce income and profit, wherein they are the buyer, borrower or seller. This rate is applicable only to the escrow fees paid by the investor.

70% of the Basic Escrow Rate

F. SENIOR RATE

This rate is available to all persons 65 years or older on or before the close of escrow date. The person requesting this rate must present proof of age.

70% of the Basic Escrow Rate

Section III

Additional Fees and Charges

A. ADDITIONAL WORK CHARGE

An hourly work charge will be made when special services or additional work are requested or required that is over and above the normal services provided for 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.

\$150.00 per hour

B. DOCUMENT PREPARATION

When Escrow Agent is required to prepare escrow instructions in lieu of a contract or lenders instructions, Escrow Agent will impose an additional charge to the applicable Rate:

\$150.00 Lender Escrow Instructions and/or Contract Escrow Instructions

C. RECONVEYANCE TRACKING

When any existing encumbrance is paid through Escrow, on a residential transaction, and the release is not available at the time of recordation, a fee per encumbrance will be charged for the adherence of following A.R.S. §33-707E. Note: this fee does not ensure that a release will be filed and recorded. This charge shall not apply to commercial transactions or transactions where there is no encumbrance with an original principal balance less than the maximum amount specified pursuant to A.R.S. §33-707E. Said fee shall only be charged when not included in a Bundled Rate.

The fee for one tracking event is included in our Basic Escrow Rate; each applicable event thereafter will bear an expense of \$100.00 per payoff.

D. COURIER FEE / OVERNIGHT DELIVERY FEE

There will be a fee charged on all transactions for costs incurred by the Company for delivery/courier/overnight services used to deliver documents and/or funds to and from Escrow Agent. Said fee shall only be charged when not included in a Bundled Rate. The first two deliveries/courier/overnight fees are included in the Basic Escrow Rate any additional delivery/courier/overnight more than two will bear a fee of

\$35.00 per delivery or actual invoice expense whichever is greater.

E. RECORDING SERVICE FEE

a. The fee for recording one conveyance Deed and one Deed of Trust is included in the Basic Escrow Rate. Additional fees shall apply to record all additional documents with the applicable County Recorder electronically or otherwise. This fee also includes the delivery of said recorded original documents to the benefiting party and will be charged to the party requesting the recording.

\$50.00 per additional recorded document or actual expense whichever is greater.

b. If an institutional lender requires that the recording fee is itemized, Escrow Agent will comply with those written instructions, and the recording fees will be charged in accordance with the actual County Recorder pursuant to A.R.S. §11-475.

- i. Buyer/Borrower will be charged for documents relating to the transfer of title, deeds, and any security instruments (i.e. Deeds of Trust, Mortgages, UCCs).
- ii. Seller will be charged for any documents recorded for Seller's benefit or required by Escrow Agent, in addition to the Affidavit of Property Value, if applicable.

F. SIGNING SERVICES

Escrow Agent may employ vendors to perform outside signing services. If signatures are taken in the office by a Company employee, it will bear no charge. The first two signing acts are included in the Basic Escrow Rate. Any signing act over two will bear a charge of \$100.00 per act or actual expense invoiced by the vendor, whichever is greater. These fees will be charged to the benefiting party to escrow.

G. ABANDONED / DORMANT FUNDS

This fee shall apply when funds remain in an escrow account due to a payee's failure to negotiate a check provided as payment or fails to claim the funds belonging to them that remain in the account.

This fee shall also apply to charges that occurred in escrow, wherein a payee other than a principal to the escrow, failed to negotiate amounts tendered to them through the escrow or failed to claim funds belonging to them that remain in escrow.

There shall be a custodial charge of \$150.00, plus costs, if any, to escrow agent, beginning one hundred eighty (180) days from the date the initial check was disbursed or the date the funds became available for disbursement for any dormant funds in the amount of one-cent (\$.01) or more as evidenced by stale-dated checks, outstanding checks, and inactive escrow accounts pursuant to A.R.S. Title 44, Chapter 3, Article 1.

One written notice will be mailed to the last known address of the payee within ninety (90) days of the charge's implementation.

The custodial charge shall be retroactive to the one hundred eighty-first (181) day following the disbursement or availability of funds.

In the event the amount of the fee(s) incurred is/are more than the amount of funds held in escrow, then the amount of the funds remaining in the file shall be considered payment in full of the fees due.

In the event the amount of the fee(s) incurred is/are less than the amount of funds held in escrow, then the amount of the funds remaining in the file shall be transferred to an escheatable bank account until submitted to the State as required by law.

H. INSPECTION FEES

When an inspection of the subject property is required as a condition for the issuance of title insurance or other matters relative to the consummation of a transaction, the fee for said inspection shall be:

\$150.00 per inspection

I. MANUFACTURED HOMES / MOBILE HOMES / AFFIXTURE PROCESSING FEES

For purposes of this section, the term "unit" shall mean a single manufactured dwelling, trailer or other modular or manufactured structure used for residential purposes whether comprised of one or more sections, which requires the processing of Manufacturer's Certificate(s) of Origin, Certificate(s) of Title and/or Affidavit(s) of Affixture. The applicable processing fee set forth below shall be in addition to the Basic Escrow Rate charged for closing the transaction and is considered earned income at close of escrow and shall be non-refundable. All fees due any local State Motor Vehicle Department or a third-party vendor processing the vehicle title shall be in addition to the charge below and shall be charged to the benefitting party.

\$200.00 per title transfer per unit

J. SECOND EQUITY LOAN TRANSACTION RATE

This fee will be used on all second position equity loans and 2nd loans wherein the lender does not require title insurance.

\$275.00 per transaction

K. HOLDBACK PROCESSING FEE

Amount	Rate
a) \$0 - \$10,000	No Charge
b) \$10,001 - \$50,000	\$150.00
c) \$50,001 and up	\$250.00

A Holdback Fee will be charged at the time of closing when funds are held back to ensure completion of specific items.

L. EXCESS CHECK WRITING FEE

When the company is asked to disburse funds from a refinance escrow for the purpose of paying off credit cards or other non-real estate debts as required of the borrower by the new lender, the fee will be \$10 per check. This fee may also be used when the company is asked to disburse real estate commissions among multiple agents within the same brokerage.

M. SEPTIC TRANSFER (ADEQ)

Transactions which require the transfer of a septic system pursuant to ADEQ requirements.

Charge: \$50.00 per transfer

N. EXCHANGE ACCOMMODATION FEE

When an escrow transaction involves an I.R.S. 1031 Tax Deferred Exchange or a simultaneous exchange of property, there shall be an additional charge of \$100.00 for each exchange or property involved in the transaction. This fee shall be in addition to the Basic Escrow Rate charged for closing the transaction.

In the case of a Tax Deferred Exchange, the fee shall be paid by the exchanger (unless otherwise agreed to by the parties).

In the case of a simultaneous exchange, the fee shall be split equally between the parties (unless otherwise agreed to by the parties).

O. UCC, LIEN AND / OR JUDGEMENT SEARCH AND FILING SERVICE FEE

When the parties to an escrow request a UCC, lien and/or judgement search, through any governmental entity or any jurisdiction, requesting information that is not in the normal course of title examination on the real estate, based upon the name(s) of the parties involved in the transaction, the service fee shall be \$100.00 for each search requested.

In addition, when a party requests the filing of a UCC, or any type, in connection with an escrow transaction, there shall be a service fee of \$50.00 per filing.

These service fees do not include any additional fees incurred with any governmental office or third-party vendor for the search, copies or filing provided by such office or vendor.

P. FIRPTA PROCESSING FEE

This fee is for processing FIRPTA documents as required by the Internal Revenue Service relating to the sale of real property by foreign sellers.

\$200.00 Charge to Seller

Q. INTEREST BEARING ACCOUNTS

In connection with an escrow, all funds in escrow may be placed into an interest-bearing account upon the written request from the depositor of said funds. The depositor of such funds shall complete and sign an IRS W9 form, and an Interest-Bearing Account Authorization form as provided by NorthStar Title Agency, LLC before such an account can be opened.

\$50.00 Charge

Section IV

Basic Escrow Rates

NorthStar Title Agency LLC Basic Escrow Rates State of Arizona (07/2024)			
Transaction Amount (up to and including)	Rate	Transaction Amount (up to and including)	Rate
\$240,000	\$1,200	\$640,000	\$1,640
\$260,000	\$1,222	\$660,000	\$1,662
\$280,000	\$1,244	\$680,000	\$1,684
\$300,000	\$1,266	\$700,000	\$1,706
\$320,000	\$1,288	\$720,000	\$1,728
\$340,000	\$1,310	\$740,000	\$1,750
\$360,000	\$1,332	\$760,000	\$1,772
\$380,000	\$1,354	\$780,000	\$1,794
\$400,000	\$1,376	\$800,000	\$1,816
\$420,000	\$1,398	\$820,000	\$1,838
\$440,000	\$1,420	\$840,000	\$1,860
\$460,000	\$1,442	\$860,000	\$1,882
\$480,000	\$1,464	\$880,000	\$1,904
\$500,000	\$1,486	\$900,000	\$1,926
\$520,000	\$1,508	\$920,000	\$1,948
\$540,000	\$1,530	\$940,000	\$1,970
\$560,000	\$1,552	\$960,000	\$1,992
\$580,000	\$1,574	\$980,000	\$2,014
\$600,000	\$1,596	\$1,000,000	\$2,036
\$620,000	\$1,618		

For transactions over \$1,000,000 and up add \$18.00 per \$20,000 or fraction thereof.