



**SCHEDULE OF CHARGES AND FORMS
FOR TITLE INSURANCE IN THE STATE OF MAINE**



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II. POLICY AND ENDORSEMENT CHARTS

MAINE TITLE INSURANCE MANUAL OF CHARGES

I. CHARGES

A. GENERAL PROVISIONS

The charges set forth herein shall be observed by all policy issuing attorneys, agents, and offices except when a deviation charge has been filed and approved by the Department of Insurance of the State of Maine.

The charges set forth herein do not include any fee made for title search, title examination, settlement, closing, or escrow services performed by approved attorneys, agents, or offices.

Charges are applicable to units of insurance in multiples of \$1,000 or fractions thereof.

Whenever the underwriter deems the coverage to be extra hazardous, additional charges commensurate with the risk may be assessed. The charge for any endorsement issued in connection with a policy for commercial or industrial real property is negotiable.

Notwithstanding any provisions herein to the contrary, an issuing attorney, agent or office, which would otherwise be obligated to issue its policy of title insurance or other indemnity, at a charge below original charges set out herein, may refuse to issue at the lower charge and may issue at original charges if it notifies the insured in writing of the insured's right to the reduced charge and secures from him a written waiver of that right and request that the company issue at the original charges.

If the form of commitment or policy to be issued would afford protection against adverse condition(s) as revealed by an underwriting analysis and study of a specific risk, and such adverse condition(s) would render the risk unacceptable to the underwriter, the commitment or policy may be issued with a specific exception to any unacceptable condition(s) without credit or additional charge, except such as may be otherwise provided in this manual of charges.

DEFINITIONS

Charge. The charge is that cost per unit of insurance which, when multiplied by the total units of liability, results in the charge for the risk assumed. The charge does not include the abstracting or searching fee, examination fee, settlement fees, closing fees, or escrow fees.

Full Principal Debt. The full principal debt is that part of the mortgage debt that is secured by land, excluding therefrom that part of the debt, if any, secured by personal property.

Full Value of the Land. The full value of the land is the actual purchase price or, if no sale is involved, the full reasonable value as may be agreed upon between the insurer and the proposed insured. On leasehold estates, the full value of the land is the aggregate of the rentals payable under the primary term of the lease or the full value of the land as herein defined, whichever is less.

Identical Land. The identical land is the land or any part thereof described in a policy of title insurance or other indemnity.

Insured. The insured is the person named as the insured in the policy of title insurance or other indemnity.

Land, Premises, or Property. Unless otherwise set forth in the policy of title insurance or other indemnity, land, premises, or property is the land described, specifically or by reference, and improvements affixed thereto which by law constitute real property.

Mortgage. A mortgage is a mortgage, deed of trust, trust deed, or other security instrument relating, at least in part, to land.

Simultaneous Issuance. Simultaneous issue is the issuance of two or more policies on identical land out of the same transaction. The effective dates of the policies do not have to be the same in order to qualify for a simultaneous issue; however, if the effective dates are not the same, these policies must have been able to have been issued the same day and a commitment to insure each interest insured must have been issued at the time of the consummation of the transaction.

B. POLICIES

1. Original Charge for Owner's or Leasehold Policies

An owner's policy insuring a fee simple estate will not be issued for less than the full face value of the insured's interest in the land. An owner's policy insuring a leasehold estate will not be issued for less than the aggregate of the rentals payable under the primary term of the lease or the full value of the land, whichever is less.

The charge for original owner's or leasehold insurance shall be as follows:

Up to 750,000	\$3/\$1,000
Over 750,000.00	negotiable
Minimum charge	\$100

2. Simultaneous Issuance of Owner's and Leasehold Policies

When a leasehold owner's policy of an equal or lesser amount is issued with the same effective date simultaneously with an owner's policy covering the same land, the leasehold owner's policy shall be issued at 30% of the owner's policy charge applicable to that transaction. The minimum for each policy shall be \$100.

3. Simultaneous Issuance of Two Owner's Policies Insuring the Fee Title

When an owner's policy is issued to the purchaser, and the seller at the time of the conveyance desires an owner's policy, the charge on the first policy shall be the original charge, and the second policy shall be issued for an additional 30% of the original charge. The minimum for each policy shall be \$100.

4. Reissue Charge Applicable for Owner's or Leasehold Policies

If the transaction qualifies for a reissue charge as provided in this section, and the insurer is furnished a copy of the policy or other information sufficiently enabling the insurer to identify the prior policy upon which reissue is requested, the new policy shall be issued for 80% of the charge for original insurance. The reissue charge shall apply up to the face amount of the previous policy. If more insurance is required under a reissue policy than was written in the original policy, the amount in excess shall be at the original charge. The minimum for each policy shall be \$100.

Reissue charges are applicable in the following circumstances:

(a) The charge shall apply to subdivision or allotments, but each reissue policy credit shall be allowed only in that portion which the number of lots bears to the amount of policy upon which the reissue is based.

(b) When the insured under a mortgagee's policy acquires title by foreclosure or by voluntary conveyance in extinguishment of a debt, the insured or the designee for the benefit of the insured shall be entitled to the reissue charge for the owner's policy up to an amount equal to the face amount of the prior mortgagee's policy. Any insurance required in excess of the prior mortgagee's policy shall be provided at the original owner's insurance charge.

5. Charge Applicable for Owner's Policy Issued to Insured Under Leasehold Policy

When an insured under a leasehold policy purchases the land within five years after issuance of a leasehold policy, the insured may be issued an owner's policy in an amount up to the face amount of the insured's leasehold policy at 50% of the original owner's charge.

If the owner's policy is not issued within five years of issuance of the leasehold policy, the owner's policy charge shall be 75% of the original owner's charge to the extent that the amount of liability thereunder does not exceed the liability under the leasehold policy.

To the extent that the amount of owner's coverage exceeds the leasehold coverage, assess the original charge.

6. Charge for Simultaneous Issuance of Owner's and Mortgagee's Policies

When a mortgagee's policy of an equal or lesser amount is issued with the same effective date simultaneously with an owner's policy covering the same land and the mortgagor is in the insured in the owner's policy, the charge for the mortgagee's policy so simultaneously issued shall be \$50. The foregoing is applicable to a leasehold loan policy issued simultaneously with a leasehold owner's policy.

7. Original Charge for Mortgagee's Policies

A mortgagee's policy cannot be issued for an amount less than the full principal debt. A policy can, however, be issued for an amount in excess of the principal debt to cover interest, foreclosure costs, etc.

A mortgagee's policy expires with the payment or satisfaction of the mortgage described in the policy, except when satisfied by foreclosure or other lawful means of acquiring title in settlement of the mortgage debt. A new mortgage given to renew an old mortgage debt which was originally covered by insurance is a new transaction creating new liability, and if insured, carries the original charge for the mortgagee's policy, unless it falls within the classification of reissue charge for mortgagee's policies or charge for mortgagee's policies on refinance loans.

The charge for original mortgagee's policy regardless of whether it applies to a first mortgage or to a mortgage other than a first shall be as follows:

Up to \$750,000.00	\$1.75/\$1,000
Over \$750,000.00	negotiable
Minimum charge	\$100

8. Reissue Charge for Mortgagee's Policies

When the owner of land on which application is made for a mortgagee's policy has had the title to the land insured in this owner by an owner's policy issued within five years of the date of the application for a mortgagee's policy, the owner shall be entitled to a reissue charge of 80% of the charge for original mortgage insurance up to the face amount of the owner's policy; the owner-applicant must furnish a copy of the owner's policy or other information sufficiently enabling the insurer to identify the prior policy upon which reissue is requested.

If the amount of insurance required under the mortgagee's policy is in excess of the amount of the original owner's policy, the charge for the excess shall be the original charge for the mortgagee's policy.

9. Charge for Refinance Loans

When a refinance loan is made to the same borrower on the same land and the title was insured by the insurer to whom the application is made in connection with the original loan, the following charge shall be made for issuing a policy in connection with the new loan on so much of the amount of the new policy as represents the unpaid principal balance secured by the original loan; the insured must advise the insurer of the former policy number and the amount of the unpaid principal balance secured by the original loan.

As of Original Loan	Charges
5 years or less	80% of original charge
Over 5 years	100% of original charge

The charge for the difference between the unpaid principal balance of the original loan and the amount of the new loan shall be the original charge, with a minimum of \$15.

10. Simultaneous Issue of Owner's Policy for Residential Construction

A mortgagee's policy may be issued to the construction loan mortgagee of a residential builder on a one-to-four family dwelling wherein the builder shall be delivering an owner's policy to the ultimate purchaser. The charge for the mortgagee's policy and ultimate purchaser's owner's policy shall be the original owner's policy charge calculated for the purchase price plus \$50. Payment for the mortgagee's and owner's policies shall be made at the time of the issuance of the mortgagee's policy. An adjustment for the owner's policy and any additional charge shall be made at the time of the issuance of the owner's policy.

11. Commitments to Insure

(a) Commitments to insure may be issued only when the issuing company has received a bona fide order to insure the entity named as a party to be insured as to the interest in the title to the real property specified in the commitment.

When a commitment to insure is issued, it is expected that the policy committed for shall be issued if the transaction as contemplated is completed, and the applicable charge for the issuance of the policy shall be collected. A transaction shall be deemed to be completed when the interest specified in the commitment is created of record in the entity named to be insured in the commitment.

(b) When a commitment to insure is issued for the closing of any single transaction involving either a mortgagee's or owner's policy or the charge for the commitment shall be \$25, in addition to the basic charges. If the transaction is not completed and no policy is issued, the cancellation charge shall be 20% of the applicable charges, with a maximum of \$250, and with no credit allowed for the commitment charge.

A transaction shall be deemed not to be completed if, through circumstances not within the control of the parties, the interest specified in the commitment is not transferred of

record to the entity named to be insured in the commitment, or if the contemplated transaction is otherwise not concluded.

(c) When title is to be acquired by a grantee to facilitate sale to a subsequent purchaser, a commitment for an owner's policy may be issued in contemplation of two successive transfers of fee simple title involving the identical one-to-four family residential parcel or real estate or a residential condominium unit, provided that both transfers take place within a period of not more than one year from the date of issuance of the original commitment.

Any commitment so issued may name as a party insured the proposed grantee in the first deed as well as the proposed purchaser to be named in the second deed, provided that the second deed is delivered and filed for record within a period of one year after the date of issuance of the original commitment. Any commitment so issued may be amended to show the change in status of title, to include the vesting of title in the first grantee, and to require subsequent transfer to the second grantee.

The charge for the issuance of commitment contemplating two successive transfers shall be the charge established in (b) above, plus 50% of the charge for the original owner's insurance.

If no further activity transferring the title occurs of record within one year from the date of the original issuance of the commitment, the transaction shall be deemed to have been completed and the owner's policy shall be issued insuring the grantee in the first transfer as contemplated in the original commitment. The charge for the issuance of the owner's policy shall be the original charge for the owner's policy, but credit shall be given for 50% of the charge previously paid.

If, within the period of one year after the issuance of the original commitment for the owner's policy, the first grantee transfers the title of record to a subsequent grantee, the transaction shall be deemed to have been completed and the owner's policy shall be issued to the second grantee for the full amount of the purchase price. The charge shall be the original charge for issuance of the owner's policy. No credit shall be allowed for the issuance of the commitment, all such payments being deemed to have been earned for the additional liability assumed under the commitment.

12. Construction Loan Commitments

When a commitment is provided in lieu of immediate issuance of a policy on a temporary construction loan, the following charge will apply:

The first \$5,000	\$7.50
For each additional \$1,000 or fraction thereof	\$1.00

When the policy committed for is requested, the original charge for the mortgagee's policy shall be applicable. Credit shall be allowed for the amount paid for the commitment, less the minimum charge, provided that upon completion of construction, if the temporary construction loan is not replaced by a permanent loan, the transaction shall be deemed completed and a policy covering the temporary construction loan shall be issued.

If the temporary construction loan is refinanced by a permanent loan and the policy is issued in connection with the new security instrument securing the permanent loan, no credit shall be allowed for the cost of the construction loan commitment.

13. Original Charge for United States of America Policies

When an owner's policy is issued to the United States of America on a form approved by the Department of Justice, which insures against loss or damage, together with costs and expenses, that title to land or an interest therein is as outlined in the policy, its exceptions, conditions, and stipulations, the charge shall be the same as for owner's and leasehold policies.

14. Coinurance

In a transaction where the total liability is assumed by two or more insurers, with the liability being divided between the insurers from the first dollar, the charge applicable to the liability assumed by each insurer shall be the charge as set forth herein, computed as though each insurer were the primary insurer from the first dollar of its liability.

15. Residential Liquidation Programs by Federal Agencies

When an insured under a mortgagee's policy acquires title to a one-to-four family residence by foreclosure or by voluntary conveyance in lieu of foreclosure in extinguishment of a debt and transfers title to the residence to a governmental agency in connection with that agency's business of guaranteeing the repayment of the mortgage, and the agency has acquired the residence for immediate resale, the agency may request and be entitled to the following:

(a) An interim commitment to insure, issued for a term of twenty-four months committing the company to issue an owner's policy to the agency or to its purchaser.

The charge for the issuance of the above commitment shall be \$2.50 per thousand dollars liability or fraction thereof, subject to a \$25 minimum.

(b) An owner's policy issued as committed for shall be issued to:

(1) The purchaser from the agency. The charge shall be the applicable reissue charge for an owner's policy up to the amount of the commitment, plus the original charge for any amount in excess of the commitment.

(2) The agency after the expiration of twenty-four months if no transfer has been made. The charge shall be the applicable reissue charge for the owner's policy, up to the amount of the commitment.

16. Land Contracts

At the time a land contract is recorded, an owner's policy shall be issued with the proper charge assessed.

The vendee shall be the named insured.

At such time as the deed is filed and record title is vested in the same vendee previously insured, and upon furnishing a copy of the owner's policy and owner's policy up to the same amount insuring the new estate, a policy shall be issued at 80% of the basic charge up to the liability previously issued with excess coverage at the applicable basic charge.

17. Residential Mortgage Survey Affidavit

The charge for the residential mortgage survey affidavit shall be \$50.

18. Foreclosure Insurance Policy

The Foreclosure Insurance Policy is a policy to be issued prior to foreclosure and would be issued to a foreclosing lender, trustee (in deed of trust states), and/or lender's attorney. The policy insures as to various title matters according to the public records: (1) the ownership of the land; (2) leases, options, or contracts to purchase; (3) notices of bankruptcy; (4) notices of default or foreclosure; (5) defects or encumbrances recorded after the foreclosing mortgage; and (6) addresses and assignments of the above matters or claimants. The Policy is issued in anticipation of a foreclosure of a mortgage and provides the mortgagee with record information regarding those persons who should be joined in a foreclosure action or who should be notified of a foreclosure. Continuation of coverage could be provided by a down date endorsement. The premium for the policy will remain identical to the rates of other mortgagee's policies, with a minimum charge of \$100.

19. ALTA Residential Limited Coverage Junior Loan Policy

20. ALTA Short Form Residential Limited Coverage Junior Loan Policy

Upon application, the Company may insure the ALTA Residential Limited Coverage Junior Loan Policy or the ALTA Short Form Residential Limited Coverage Junior Loan Policy to an insured affording limited liability based upon a search for specific types of interest shown by the public record.

The charge for this type of Limited Coverage Junior Loan Policy shall be \$2 per \$1,000, with a minimum charge of \$65.

21. Gold Comprehensive Protection Policies.

These policies are to be issued on one-to-four family residential property. In the case of the Owner's Policy, it shall not be issued for less than the full insurable value of the land and improvements, if any, which constitutes real estate. In the case of the Loan Policy, it will not be issued for anything less than the full principal debt.

Gold Owner's Policy: The charge for this policy shall be 110% of the rate applicable for an Original Owner's or Residential Policy currently in effect.

Gold Loan Policy: The charge for this policy shall be 110% of the rate applicable for a Loan Policy for first mortgages currently in effect.

*Section B No. 21 new
Effective Date 2/26/99*

22. ALTA Homeowner's Policy of Title Insurance

This policy is to be issued on one-to-four family residential structures. The charge for this policy shall be 110% of the rate applicable.

23. Secondary Market Short Form Residential Loan Policy One-to-Four Family (M-9802)

The Secondary Market Short Form Residential Loan Policy One-to-Four Family policy is designed to provide limited title insurance that meets the title insurance requirements of the Guides of Fannie Mae and Freddie Mac. The Policy is available for first lien refinance and first lien home equity loans as well as first lien purchase transactions. In the latter case, a full priced owner policy will be issued where applicable. The Policy does not contain all of the insuring provisions of the regular ALTA Loan Policy and does not contain specific title exceptions as to matters recorded in the public records. The policy does insure the validity and priority of the mortgage and does insure against title matters to the extent required by the Guides of Fannie Mae and Freddie Mac. This form has been approved by Fannie Mae and Freddie Mac, so its coverage will be acceptable to the lending community. The Policy would be issued only for one-to-four family improved residential properties in established subdivisions for mortgages issued to institutional lienholders.

The policy has been specifically designed for Internet originated loans and the pricing and cost structure has been designed for a centrally processed, Internet ordered title insurance product. In order to produce this Policy at a reduced rate, Stewart Title Guaranty Company would issue it (in accordance with any applicable state law) only if the order, applicable legal description or address, and names of parties to loan transaction for issuance were placed and communications were sent electronically through websites or other electronic communications locations explicitly designated by Stewart Title Guaranty Company for placement of the Secondary Market Short Form Residential Loan Policy-One-To-Four Family. To the extent allowed by applicable federal and state law, the policies would be delivered electronically to lenders, if such delivery is acceptable to lenders, using the same software platforms used for order.

The charge for the Secondary Market Short Form Residential Loan Policy One-to-Four Family Policy is 30% of the applicable filed ALTA Loan (Mortgagee's) Policy rate with a minimum charge of the lesser of \$200 or the applicable filed ALTA loan (mortgagee's) policy rate, unless the Policy is issued simultaneously with an Owner Policy. If the Secondary Market Short Form Residential Loan Policy is issued simultaneously with an Owner's Policy, the rate for the Secondary Market Short Form Residential Loan Policy is the lesser of the applicable filed rate for simultaneous loan policies or \$200.

24. ALTA Expanded Coverage Residential Loan Policy (M-9811)

ALTA Short Form Expanded Coverage Residential Loan Policy (U-9812)

These policies supplement the policies already approved for use in Maine by expanding the coverage currently offered and providing a choice to the potential insured. They provide more coverage than the other ALTA Loan Policies and contain 28 insuring clauses (Covered Risks). The ALTA Expanded Coverage Residential Loan Policy is an enhanced version of the ALTA Loan Policy (10/17/92) approved for use in Maine and includes many of the same expanded coverages provided to the consumer by the ALTA Homeowner's Policy of Title Insurance, as well as a number of additional coverages unique to lenders.

The rates for the ALTA Expanded Coverage Residential Loan Policy (M-9811) and the ALTA Short Form Expanded Coverage Residential Loan Policy (U-9812) will be 110% of the rate applicable for the Basic Loan (Mortgagee) Policy, currently approved for Maine, plus any additional charges for endorsements, if any, issued separately or included in the ALTA Expanded Coverage Residential Loan Policy coverages.

25. The Article 9 Comprehensive Plus Policy of Title Insurance (Lender's) (M-9804)

The Article 9 Comprehensive Plus Policy of Title Insurance (Owner's) (O-9803)

The ARTICLE 9 COMPREHENSIVE PLUS TM POLICY OF TITLE INSURANCE (LENDER'S) and the ARTICLE 9 COMPREHENSIVE PLUS TM POLICY OF TITLE INSURANCE (OWNER'S) are new title insurance policies that will be issued to owners of and lenders secured by liens on various types of collateral, including (if applicable) fixtures, timber, as-extracted collateral and other Collateral.

The Owner's Policy insures the owner against stated liens that may have attached to the Collateral.

The Lender's Policy insures the lender and primarily insures (1) against stated liens that may have attached to the Collateral, (2) that the Lender's lien has attached to the Collateral, and (3) that the Lender's lien has been perfected, as provided in the Policy.

ARTICLE 9 COMPREHENSIVE PLUS POLICY

BASIC RATES

AMOUNT OF INSURANCE: BASIC RATES(for amount of insurance excess of prior bracket of liability):

\$0 up to and including \$100,000	\$500
\$100,001 to \$300,000	\$3.85/\$1000 of additional insurance (or any portion thereof)
\$300,001 to \$1,000,000	\$2.00/\$1000 of additional insurance (or any portion thereof)
\$1,000,001 to \$3,000,000	\$1.50/\$1000 of additional insurance (or any portion thereof)
\$3,000,001 to \$5,000,000	\$1.25/\$1000 of additional insurance (or any portion thereof)
\$5,000,001 to \$10,000,000	1.00/\$1000 of additional insurance (or any portion thereof)
\$10,000,001 to \$25,000,000	\$0.85/\$1000 of additional insurance (or any portion thereof)
\$25,000,001 to \$50,000,000	\$0.65/\$1000 of additional insurance (or any portion thereof)
\$50,000,001 and above	\$.50/\$1000 of additional insurance (or any portion thereof)

SIMULTANEOUS RATE

If an Article 9 Comprehensive Plus Policy of Title Insurance (Owner's) is issued simultaneously with an Article 9 Comprehensive Plus Policy of Title Insurance (Lender's) the rate shall be the Basic Rate for the Amount of Insurance for the policy with the larger amount of insurance, plus \$500 for the additional policy.

MIXED COLLATERAL TRANSACTIONS

In transactions of any amount where both personal property and real property secure the same indebtedness, and Stewart Title Guaranty Company policies are simultaneously issued on both the real property and personal property, the rate for the Article 9 Comprehensive Plus Policies shall be 90 % of the applicable rate, but in no event less than \$500 for each policy.

26. Stewart Master Residential Loan Policy Schedules A&B.

These schedules are to be issued with the American Land Title Association Loan Policy (M-9994). Together they are designed to insure only equity loans on the primary residence or secondary residences of the owner/borrower. Coverage under the policy is not available for any first liens or for refinances of first liens on primary residences or secondary residences or any other type of property owned by the borrower.

The charges for the policy will be as follows:

\$45.00 for loan amounts up to \$250,000. On Loans amounts over \$250,000.00 the cost will be \$120.00.

ENDORSEMENTS

1. ALTA Endorsement Form 1 Street Assessments (6/1/87)

This endorsement assures the insured mortgagee under a mortgagee's policy that there are no street improvements under construction or completed which at the date of the issuance are prior or at a later date may be prior to the lien of the insured mortgage. It may be given upon request by endorsement or be additional coverage within the body of a mortgagee's policy if the issuing company is provided with satisfactory evidence to justify such coverage.

The charge for this endorsement will be \$0.50 per \$1,000 of the basic coverage.

2. ALTA Endorsement Form 2: Truth In Lending (6/1/87)

This endorsement may be issued in connection with a mortgagee's policy to protect the insured lender against rescission under the Federal Truth In Lending Act.

The charge for this endorsement will be \$0.50 per \$1,000 of the basic coverage.

3. ALTA Endorsement Form 3: Zoning (Rev. 10/17/98)

This endorsement to the mortgagee's or owner's policy is designed for issuance on unimproved property and provides assurance on the applicable zoning classification and authorized use of the land described in the policy. Approval of the National Legal Department and a legal opinion for a Martindale-Hubbell A-V or B-V rated attorney is required before this endorsement may be issued.

The charge for this endorsement will be \$0.75 per \$1,000 of the basic coverage.

3.1 ALTA Endorsement Form 3.1: Zoning - Completed Structure (Rev. 10/17/98)

This endorsement to the mortgagee's or owner's policy is designed for issuance on improved property. It is preferred that this endorsement refer in second paragraph to the "following use or uses" by specifically excerpting language from the zoning ordinance, not by stating the proposed or actual use. Approval of the National Legal Department and a legal opinion for a Martindale-Hubbell A-V or B-V rated attorney is required before this endorsement may be issued.

The charge for this endorsement will be \$0.75 per \$1,000 of the basic coverage.

4. ALTA Endorsement Form 4: Condominium (Rev. 3/27/92)

The condominium endorsement may be issued in connection with the issuance of an owner's or mortgagee's policy on a residential unit of a condominium.

Each of the separately stated coverages contained in the condominium endorsement may be issued either with or without the others.

The charge for the condominium endorsement will be \$25.

4.1 ALTA Endorsement Form 4.1: Condominium (6/4/92)

The condominium endorsement may be issued in connection with the issuance of an owner's or mortgagee's policy on a residential unit of a condominium.

Each of the separately stated coverages contained in the condominium endorsement may be issued either with or without the others.

The charge for the condominium endorsement will be \$25.

5. ALTA Endorsement Form 5: Planned Unit Development (PUD) (Rev. 3/27/92)

The PUD endorsement may be issued in connection with the issuance of a mortgagee's policy on a residential unit.

Each of the separately stated coverages contained in the PUD endorsement may be issued either with or without the others.

The charge for the PUD endorsement will be \$25.

5.1 ALTA Endorsement Form 5.1: Planned Unit Development (PUD) (6/4/92)

The PUD endorsement may be issued in connection with the issuance of a mortgagee's policy on a residential unit.

Each of the separately stated coverages contained in the PUD endorsement may be issued either with or without the others.

The charge for the PUD endorsement will be \$25.

6. ALTA Endorsement Form 6: Variable Rate Mortgage (6/1/87)

The variable rate mortgage endorsement may be issued in connection with a mortgagee's policy for variable rate mortgages.

The charge for this endorsement will be \$25.

6.1 ALTA Endorsement Form 6.1: Variable Rate Mortgage - Regulations (6/1/87)

The variable rate mortgage - regulations endorsement may be issued in connection with a mortgagee's policy when it is necessary of the lender to comply with certain statutes or regulations concerning variable rate mortgages.

The charge for this endorsement will be \$25.

6.2 ALTA Endorsement Form 6.2: Variable Rate Mortgage - Negative Amortization (6/1/87)

The variable rate mortgage - negative amortization endorsement may be issued in connection with a mortgagee's policy when it is necessary of the lender to comply with certain statutes or regulations concerning variable rate mortgages with negative amortization.

The charge for this endorsement will be \$25.

7. ALTA Endorsement Form 7: Manufactured Housing Unit (6/1/87)

The manufactured housing unit endorsement may be issued in connection with a mortgagee's policy when the insured premises are improved with one single family residence.

The charge for this endorsement will be \$25.

8.1 ALTA Endorsement Form 8.1: Environmental Protection Lien (3/12/88)

The environmental protection lien endorsement is issued in conjunction only with a mortgagee's policy and only on one-to-four family residential property. It provides assurance that there are no environmental protection liens filed in the local records or in the federal district court clerk's office that could have priority over the lien of the insured mortgage (unless any such lien is excepted); it also provides assurance that there are no state statutes that could create liens later filed which would have priority over the lien of the insured mortgage except those statutes specifically excepted.

The charge for this endorsement will be \$25.

9. ALTA Endorsement Form 9: Restrictions, Encroachments, Minerals (Rev. 10/17/98)

This comprehensive endorsement is issued in connection with a mortgagee's policy and provides coverage regarding violations of covenants, conditions, and restrictions.

The charge for this endorsement will be \$25.

9.1 ALTA Endorsement Form 9.1: Restrictions, Encroachments, Minerals – Unimproved Land (10/17/98)

This endorsement is to be issued in connection with an owner's policy. It insures against violations of restrictions, encroachments over easements, building lines or property lines, and damage by reason of mineral development to unimproved land.

The charge for this endorsement will be \$25.

9.2 ALTA Endorsement Form 9.2: Restrictions, Encroachments, Minerals – Improved Land (10/17/98)

This endorsement is to be issued in connection with an owner's policy. It insures against violations of restrictions, encroachments over easements, building lines or property lines, and damage by reason of mineral development to improved land.

The charge for this endorsement will be \$25.

10. ALTA Endorsement Form 10: Assignment (9/24/94)

This endorsement is to be issued for a mortgagee's policy in connection with an assignment of mortgage. It insures the validity of the assignment and insures that no full or partial release has been recorded in the public records.

The charge for this endorsement will be \$50 within 2 years of policy; \$0.50 per \$1,000 after 2 years of policy, with a minimum of \$50.

10.1 ALTA Endorsement Form 10.1: Assignment and Date Down (9/24/94)

This endorsement is to be issued for a mortgagee's policy in connection with an assignment of mortgage. It insures the validity of assignment, that no full or partial release has been recorded in the public records, that taxes and assessments are not due and payable, that the lien of the insured mortgage continues to have priority as insured in the policy, and that no notices of federal tax liens or pending bankruptcy proceedings affecting the title have been recorded.

The charge for this endorsement will be \$50 within 2 years of policy; \$0.50 per \$1,000 after 2 years of policy, with a minimum of \$75.

11. ALTA Endorsement Form 11: Modification (E-9874)

This endorsement is to be issued for a mortgagee's policy in connection with a modification of the insured mortgage and provides specific assurances to the lender as provided in the endorsement.

The charge for this endorsement will be \$65.

A&E Assignment and Extension of Mortgage Loans

When a mortgage supported by a title policy of an insured is assigned, and endorsement to that policy may be issued. The endorsement will name the assignees as a party insured and extend the effective date of the policy to include the date of recording the assignment, and the following charges shall apply:

- If issued within 2 years of the date of the former policy charge \$50.
- If issued more than 2 years after the date of the former policy, the charge is based on the outstanding principal balance of the mortgage with \$0.50 per \$1,000 or any fraction thereof, with a minimum of \$50.

If the assignee desires, a new policy may be issued insuring such assignee by surrendering the prior policy, on the same terms and conditions as for an endorsement.

HIP Homeowner's Inflation Protection

This endorsement shall be used to provide inflation protection when issued in conjunction with an owner's policy insuring an existing one-to-four family dwelling or residential condominium unit.

There will be no charge for this endorsement.

In the event of future reissuance of an owner's policy which is based upon an owner's policy which provides for inflation protection, the reissue charge shall be predicated only on the original amount of insurance and not the adjustment amount.

SM Secondary Market Endorsement (1990)

Where appropriate, this endorsement provides affirmative insurance over covenants and restrictions.

The charge for this endorsement will be \$25.

RC2 Revolving Credit 2

This endorsement, issued in conjunction with the mortgagee's policy, insures future advances under the insured mortgage with certain exceptions and requirements.

The charge for this endorsement will be \$25.

RC3 Revolving Credit 3

This endorsement, issued in conjunction with the mortgagee's policy, insures future advances under the insured mortgage with certain exceptions and requirements.

The charge for this endorsement will be \$25.

HEP Revolving Credit/Variable Rate Endorsement

This endorsement, when issued in connection with the Home Equity Policy Form (M-9945) (Rev.1/94), insures future advances under the insured mortgage with certain exceptions and requirements. This endorsement will only be used in connection with the Home Equity Policy.

There will be no charge for this endorsement.

HEP Continuation Endorsement

This endorsement is issued only in connection with the Home Equity Policy and it will serve to update the policy when requested.

When issued by our agents, this endorsement will be issued at no charge.

FNMA Balloon Mortgage (CLTA 111.9)

This endorsement is to be issued in connection with a mortgagee policy to provide assurance of validity, priority, and enforceability of the mortgage with a balloon-conversion option and is a response to customer demand as a result of the Federal National Mortgage Association introduction of a program giving the borrower a conditional right to refinance at the maturity date of the loan.

There is no charge for this endorsement.

SM Secondary Market Endorsement (1996)

The Secondary Market Endorsement insures against loss sustained by an insured mortgagee by reason of defects, liens and encumbrances that are not acceptable title exceptions according to the listed guidelines or instructions set forth by Fannie Mae or Freddie Mac or other Lender's Underwriting guidelines. The endorsement provides insurance as to taxes and charges, violations of restrictions, forfeiture and reversion provisions of restrictions and tenant's rights. This endorsement will be issued only on residential transactions.

There is no charge for this endorsement.

FIP Foreclosure Insurance Policy Down Date Endorsement (E-9949)

The Foreclosure Insurance Policy Down Date Endorsement will be used in connection with the Foreclosure Insurance Policy (M-9839) and will serve to date down the policy by amending the date of the policy and would show any change in ownership, as shown in paragraph 4 of Schedule A of the policy, as well as any new exceptions, including taxes since issuance of the policy.

The endorsement may be issued for 20% of the Basic Rate of the Loan Policy, with no charge for the first down date endorsement.

JR1 Supplemental Coverage

The Down Date Endorsement will document the recording of the mortgage in favor of the insured. This endorsement will only be used in connection with the ALTA Residential Limited Coverage Junior Loan Policy (M-9872) or the ALTA Short Form Residential Limited Coverage Junior Loan Policy (M-9876).

There will be no charge for the use of this endorsement.

JR2 Revolving Credit/Variable Rate

This endorsement provides assurance relating to future advances and interest rate changes. This endorsement will only be used in connection with the ALTA Residential Limited Coverage Junior Loan Policy (M-9872) or the ALTA Short Form Residential Limited Coverage Junior Loan Policy (M-9876).

There will be no charge for the use of this endorsement.

UCC UCC Endorsement

Lenders will request this form primarily for loans in excess of \$1,000,000 on Commercial/Industrial/Multi-family properties. This endorsement provides coverage for the lender, wherein collateral such as fixtures and timber (which constitute real property) is used as additional collateral securing loans under the UCC.

The charge for this endorsement will be 15% of the Basic Rate for the Loan (Mortgagee's) Policy as approved for use in Maine.

ALTA 13 (Leasehold Owner's) (E-9813) and ALTA 13.1 (Leasehold Loan) (E-9814)

ALTA 13 and ALTA 13.1 are leasehold endorsements. The ALTA 13 is to be issued in connection with an ALTA Owner's Policy while the ALTA 13.1 is to be attached to an ALTA Loan Policy. These new endorsements are designed to respond to criticism of existing Leasehold Policies and prior Leasehold endorsements. These endorsements provide improvements in protection for damages that an insured lessee or insured leasehold lender could suffer in the event of the failure of the leasehold estate.

There will be no charge for these endorsements.

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STEWART TITLE GUARANTY COMPANY
MAINE TITLE INSURANCE RATE SCHEDULE

FOR OWNER'S OR LEASEHOLD POLICIES	Per \$1,000
Up to \$750,000.00	\$3
Over \$750,000.00	Negotiable
Minimum Charge	\$100
FOR FIRST MORTGAGE POLICIES	Per \$1,000
Up to \$750,000.00	\$1.75
Over \$750,000.00	Negotiable
Minimum Charge	\$100
ENDORSEMENTS	CHARGE
ALTA 1 – Street Assessments	\$0.50/\$1,000
ALTA 2 – Truth In Lending	\$0.50/\$1,000
ALTA 3 Zoning	\$0.75/\$1,000
ALTA 3.1 – Zoning – Completed Structure	\$0.75/\$1,000
ALTA 4 – Condominium	\$25
ALTA 5 – Planned Unit Development	\$25
ALTA 6 – Variable Rate Mortgage	\$25
ALTA 6.1 – Variable Rate Mortgage, Regulations	\$25
ALTA 6.2 – Variable Rate Mortgage, Negative Amortization	\$25
ALTA 7 – Manufactured Housing Unit	\$25
ALTA 8.1 Environmental Protection Lien	\$25
ALTA 9 – Restrictions, Encroachments, Minerals	\$25
ALTA 10 – Assignment	\$50 within 2 years of policy; \$0.50/\$1,000 after 2 years of policy; Minimum: \$50.00
ALTA 10.1 – Assignment and Date Down	\$50 within 2 years of policy; \$0.50/\$1,000 after 2 years of policy; Minimum: \$75
ALTA 11	\$65
ALTA 13 – Leasehold-Owner's	No Charge
ALTA 13.1 – Leasehold-Loan	No Charge
Assignment and Extension	\$50 within 2 years of policy; \$0.50/\$1,000 after 2 years of policy; Minimum: \$50
HIP	No Charge
Secondary Market (1990)	\$25
Survey Affidavit	\$50
RC2	\$25
RC3	\$25
HEP Revolving Credit/Variable Rate (to be used with the Home Equity Policy)	No Charge
HEP Continuation (to be used with the Home Equity Policy)	No Charge
FNMA Balloon Mortgage	No Charge
Secondary Market (1996)	No Charge
FIP Down Date (to be used with the Foreclosure Policy)	
JR1 – Supplemental Coverage (to be used with the Junior Loan Policy)	No Charge

STEWART TITLE GUARANTY COMPANY
MAINE TITLE INSURANCE RATE SCHEDULE

JR2 – Revolving Credit/Variable Rate (to be used with the Junior Loan Policy)	No Charge
UCC Endorsement	15% of Basic Rate for Loan Policy

MAINE TITLE INSURANCE RATE SCHEDULE

	<u>Mortgage</u>	<u>Owner</u>	<u>Simultaneous</u>
\$1,000	\$100	\$100	\$150
\$2,000	\$100	\$100	\$150
\$3,000	\$100	\$100	\$150
\$4,000	\$100	\$100	\$150
\$5,000	\$100	\$100	\$150
\$6,000	\$100	\$100	\$150
\$7,000	\$100	\$100	\$150
\$8,000	\$100	\$100	\$150
\$9,000	\$100	\$100	\$150
\$10,000	\$100	\$100	\$150
\$11,000	\$100	\$100	\$150
\$12,000	\$100	\$100	\$150
\$13,000	\$100	\$100	\$150
\$14,000	\$100	\$100	\$150
\$15,000	\$100	\$100	\$150
\$16,000	\$100	\$100	\$150
\$17,000	\$100	\$100	\$150
\$18,000	\$100	\$100	\$150
\$19,000	\$100	\$100	\$150
\$20,000	\$100	\$100	\$150
\$21,000	\$100	\$100	\$150
\$22,000	\$100	\$100	\$150
\$23,000	\$100	\$100	\$150
\$24,000	\$100	\$100	\$150
\$25,000	\$100	\$100	\$150
\$26,000	\$100	\$100	\$150
\$27,000	\$100	\$100	\$150
\$28,000	\$100	\$100	\$150
\$29,000	\$100	\$100	\$150
\$30,000	\$100	\$100	\$150
\$31,000	\$100	\$100	\$150
\$32,000	\$100	\$100	\$150
\$33,000	\$100	\$100	\$150
\$34,000	\$100	\$102	\$152
\$35,000	\$100	\$105	\$155
\$36,000	\$100	\$108	\$158
\$37,000	\$100	\$111	\$161
\$38,000	\$100	\$114	\$164
\$39,000	\$100	\$117	\$167
\$40,000	\$100	\$120	\$170
\$41,000	\$100	\$123	\$173
\$42,000	\$100	\$126	\$176
\$43,000	\$100	\$129	\$179
\$44,000	\$100	\$132	\$182
\$45,000	\$100	\$135	\$185
\$46,000	\$100	\$138	\$188
\$47,000	\$100	\$141	\$191
\$48,000	\$100	\$144	\$194
\$49,000	\$100	\$147	\$197

	<u>Mortgage</u>	<u>Owner</u>	<u>Simultaneous</u>
\$50,000	\$100	\$150	\$200
\$51,000	\$100	\$153	\$203
\$52,000	\$100	\$156	\$206
\$53,000	\$100	\$159	\$209
\$54,000	\$100	\$162	\$212
\$55,000	\$100	\$165	\$215
\$56,000	\$100	\$168	\$218
\$57,000	\$100	\$171	\$221
\$58,000	\$100	\$174	\$224
\$59,000	\$100	\$177	\$277
\$60,000	\$100	\$180	\$230
\$61,000	\$100	\$183	\$233
\$62,000	\$100	\$186	\$236
\$63,000	\$100	\$189	\$239
\$64,000	\$100	\$192	\$242
\$65,000	\$100	\$195	\$245
\$66,000	\$100	\$198	\$248
\$67,000	\$100.75	\$201	\$251
\$68,000	\$101.50	\$204	\$254
\$69,000	\$102.25	\$207	\$257
\$70,000	\$103.00	\$210	\$260
\$71,000	\$103.75	\$213	\$263
\$72,000	\$104.50	\$216	\$266
\$73,000	\$105.25	\$219	\$269
\$74,000	\$106.00	\$222	\$272
\$75,000	\$106.75	\$225	\$275
\$76,000	\$107.50	\$228	\$278
\$77,000	\$108.25	\$231	\$281
\$78,000	\$109.00	\$234	\$284
\$79,000	\$109.75	\$237	\$287
\$80,000	\$110.50	\$240	\$290
\$81,000	\$111.25	\$243	\$293
\$82,000	\$112.00	\$246	\$296
\$83,000	\$112.75	\$249	\$299
\$84,000	\$113.50	\$252	\$302
\$85,000	\$114.25	\$255	\$305
\$86,000	\$115.00	\$258	\$308
\$87,000	\$115.75	\$261	\$311
\$88,000	\$116.50	\$264	\$314
\$89,000	\$117.25	\$267	\$317
\$90,000	\$118.00	\$270	\$320
\$91,000	\$118.75	\$273	\$323
\$92,000	\$119.50	\$276	\$326
\$93,000	\$120.25	\$279	\$329
\$94,000	\$121.00	\$282	\$332
\$95,000	\$121.75	\$285	\$335
\$96,000	\$122.50	\$288	\$338
\$97,000	\$123.25	\$291	\$341
\$98,000	\$124.00	\$294	\$344

	<u>Mortgage</u>	<u>Owner</u>	<u>Simultaneous</u>
\$99,000	\$124.75	\$297	\$347
\$100,000	\$125.50	\$300	\$350
\$125,000	\$218.75	\$375	\$425
\$150,000	\$262.50	\$450	\$500
\$175,000	\$306.25	\$525	\$575
\$200,000	\$350.00	\$600	\$650
\$225,000	\$393.75	\$675	\$725
\$250,000	\$437.50	\$750	\$800
\$275,000	\$481.25	\$825	\$875
\$300,000	\$525.00	\$900	\$950
\$325,000	\$568.75	\$975	\$1,025
\$350,000	\$612.50	\$1,050	\$1,100
\$375,000	\$656.25	\$1,125	\$1,175
\$400,000	\$700.00	\$1,200	\$1,250
\$425,000	\$743.75	\$1,275	\$1,325
\$450,000	\$787.50	\$1,350	\$1,400
\$475,000	\$831.25	\$1,425	\$1,475
\$500,000	\$875.00	\$1,500	\$1,550
\$525,000	\$918.75	\$1,575	\$1,625
\$550,000	\$962.50	\$1,650	\$1,700
\$575,000	\$1,006.25	\$1,725	\$1,775
\$600,000	\$1,050.00	\$1,800	\$1,850
\$625,000	\$1,093.75	\$1,875	\$1,925
\$650,000	\$1,137.50	\$1,950	\$2,000
\$675,000	\$1,181.25	\$2,025	\$2,075
\$700,000	\$1,225.00	\$2,100	\$2,150
\$725,000	\$1,268.75	\$2,175	\$2,225
\$750,000	\$1,312.50	\$2,250	\$2,300

STEWART TITLE GUARANTY COMPANY
ADDENDUM TO THE SCHEDULE OF CHARGES AND FORMS
FOR THE STATE OF MAINE

Addendum Dated: November 1, 2006

The following addendum will be used to add the rate for the Policies and Endorsements as indicated below:

Endorsements:

ALTA Endorsement 7.1 (E-9425) and 7.1-06 (E-9424)(06/17/06)

The new ALTA Endorsement 7.1 is issued with a Loan Policy and insures (1) that the owner of the land owns the manufactured housing unit, (2) that the manufactured housing unit is on the land, (3) that the manufactured housing unit is real property, (4) that there are no personal property liens against the manufactured housing unit (unless excepted in Schedule B), (5) that the lien of the insured mortgage attaches to the manufactured housing unit, and (6) that the lien of the Insured Mortgage can be foreclosed in a single foreclosure procedure against the manufactured housing unit and (remaining) land. The charge for this endorsement will be the same rate as the current Alta 7 endorsement which is \$25.00.

ALTA Endorsement 7.2 (E-9426) and 7.20-6 (E-9427)(06/17/06)

The new ALTA Endorsement 7.2 is issued with an Owner's Policy and provides the same insurance as the ALTA Endorsement 7.1, except that it does not insure that the lien of the Insured Mortgage attaches to the manufactured housing unit or that the lien can be foreclosed in a single foreclosure procedure. The charge for this endorsement will be the same rate as the current Alta 7 endorsement which is \$25.00.

ALTA Endorsements 9.3(E-9435), 9.3-06(E-9436); 9.4(E-9437), 9.4-06(E-9438); and 9.5(E-9439); 9.5-06(E-9440)(06/17/06)

The ALTA also adopted new Endorsements 9.3, 9.4, and 9.5. The ALTA Endorsement 9.3 is similar to the existing ALTA Endorsement 9, the ALTA Endorsement 9.4 is similar to the existing ALTA Endorsement 9.1, and the ALTA Endorsement 9.5 is similar to the existing ALTA Endorsement 9.2. These endorsements provide new coverage against damage to existing or future improvements because of development of minerals. The charges for these endorsements will be the same as the currently approved Alta 9 endorsement for Maine which is \$25.00.

ALTA Endorsement Form 14-06 (Future Advance-Priority) (E-9447) (6/17/06)

The Alta Endorsement Form 14 is a form of the Revolving Credit Endorsement. Mortgages sometimes secure accounts owing or to become owing to a lender where there will be frequent monetary advances and frequent repayments. The Alta Form 14

Endorsement is designed for insurance of priority of advances, regardless of whether the lender knows of the intervening liens and other matters. The ALTA 14 does not except to subsequent matters known by the insured at the time of advance. The endorsement may be issued on commercial or residential transactions.

The charge for this endorsement will be \$50.00.

ALTA Endorsement Form 14.1-06 (Future Advance-Knowledge) (E-9949) (6/17/06)

The ALTA 14.1 endorsement is similar to the Alta 14 endorsement however it is designed for mortgages securing optional advances in those jurisdictions in which optional advances do not have priority if the insured has knowledge of the intervening matter. Unlike the Alta 14 endorsement, this endorsement contains an exclusion for lack of priority of any advance made after the insured has knowledge of a lien, encumbrance or other matter affecting the land. The endorsement may be issued on commercial or residential transactions.

The charge for this endorsement will be \$50.00.

ALTA Endorsement Form 14.2-06 (Future Advance-Letter of Credit) (E-9451) (6/17/06)

The Alta 14.2 endorsement is designed for insurance of a mortgage securing a letter of credit or other surety or reimbursement agreement. Unlike the Alta 14 and Alta 14.1 endorsement, the Alta 14.2 endorsement does not insure with respect to interest rate adjustments. Unlike the Alta 14 and Alta 14.1 endorsement, this endorsement does not exclude advances made after a bankruptcy, consumer credit protection or truth-in-lending laws. It may be issued only on commercial transactions

The charge for this endorsement shall be \$50.00.

ALTA Endorsement 14.3(E-9453) and 14.3-06(E-9455)(06/17/06)

The new ALTA Endorsement 14.3 (Future Advance – Reverse Mortgage) insures the validity, enforceability, and priority of the lien of the insured mortgage for future Advances pursuant to a Reverse Mortgage. It also includes insurance as to variable interest and negative amortization. Unlike most Reverse Mortgage Endorsements, this Endorsement also insures against loss because of (1) failure of the Insured Mortgage to state the term for Advances, (2) failure of the Insured Mortgage to state the maximum amount secured by the Insured Mortgage, and (3) failure of the mortgagors to be at least 62 years of age (a HUD requirement). The charge for these endorsements will be the same as the Alta 14.1 and 14.2 endorsements which is \$50.00.

Alta Endorsement Form 15-06 (Non-Imputation-Full Equity Transfer) (E-9457) (6/17/06)

The Alta 15 endorsement is designed to be issued with a policy insuring the record title holder, where the investors are acquiring ownership of that record title holder. The endorsement contemplates acquisition of the full interest in the “insured” under the policy. The endorsement is designed for issuance with an Owner’s Policy showing the titleholder as the insured, since it relates to action, inaction or knowledge as of Date of

Policy. The endorsement limits applicability under paragraph 3(a), 3(b) and 3(e) of the Exclusion from Coverage section of the policy by reason of the action or inaction or knowledge of the named parties, all as more fully set forth in the Non-Imputation endorsement.

The charge for this endorsement shall be 5% of the basic rate for the owner policy of title insurance.

Alta Endorsement Form 15.1-06 (Non-Imputation-Additional Insured) (E-9458) (6/17/06)

The Alta 15.1 endorsement is particularly designed to be issued after the Date of Policy and to show the new investor as an additional insured. The Alta 15.1 contemplates acquisition of an interest in the "insured" under the policy and adds an "additional insured"(new investor) by the endorsement. This endorsement contemplates that the additional insured will not acquire 100% of the record title holder. The endorsement is designed for issuance with an Owner's policy. Like the Alta 15 endorsement, the endorsement limits applicability under paragraph 3(a), 3(b) and 3(e) of the Exclusion from Coverage section of the policy by reason of the action or inaction or knowledge of the names parties, all as more fully set forth in the Non-Imputation endorsement. The charge for this endorsement shall be 5% of the basic rate for the owner policy of title insurance.

Alta Endorsement Form 15.2-06 (Non-Imputation-Partial Equity Transfer) (E-9459) (6/17/06)

The Alta 15.2 endorsement is designed to be issued in connection with a separate title policy to the new investor in the record title holder. The endorsement contemplates acquisition of an interest in the existing (partnership, limited liability company or corporation) owner and names the incoming (new investor) member, partner or shareholder in its own policy. The endorsement is designed for issuance with a new Owner policy. Like the Alta 15 and 15.1, the endorsement limits applicability under paragraph 3(a), 3(b) and 3(e) of the Exclusion from Coverage section of the policy by reason of the action or inaction or knowledge of the names parties, all as more fully set forth in the Non-Imputation endorsement. The charge for this endorsement shall be 5% of the basic rate for the owner policy of title insurance.

Alta Endorsement Form 16-06 (Mezzanine Financing) (E-9460) (6/17/06)

If a lender makes a loan to an owner (direct or indirect) of an equity interest in the mortgagor/record title holder, the lender will commonly request a Mezzanine Endorsement to the Owner's Policy. The Mezzanine Lender does not secure a mortgage on the land, or a Loan Policy, but does secure title insurance by a Mezzanine Endorsement to the Owner's Policy. The Mezzanine endorsement makes the Mezzanine Lender an assignee of payments under the Owner's Policy not to exceed the debt owed to the Mezzanine Lender. The endorsement does not name the Mezzanine Lender as an

additional insured by paragraph two of the endorsement. The endorsement may be issued simultaneously with or after the Date of the Owner Policy.

The charge for this endorsement shall be 5% of the basic rate for the owner policy of title insurance.

Alta Endorsement Form 17-06 (Access and Entry) (E-9461) (6/17/06)

The Alta 17 endorsement when attached to an Owner's or Lenders Policy insures specific access to and from a physically open street or streets. This endorsement specifically refers to the street providing actual access, and insures the legal right of access along existing curb cuts or entries. The endorsement insures: (1) that the land abuts a named Street, (2) that the Street is physically open and publicly maintained, (3) that the land has actual pedestrian and vehicular access, and (4) that the insured has a right to use existing curb cuts along the abutting Street.

There is no charge for this endorsement.

Alta Endorsement Form 17.1-06 (Indirect Access and Entry) (E-9462) (6/17/06)

The Alta 17.1 endorsement when attached to an Owner's or Lender's Policy insures access via an easement, to a physically open street or streets. The Endorsement insures: (1) that the insured easement provides access to a named Street, (2) that the Street is physically open and publicly maintained, (3) that the easement provides actual pedestrian and vehicular access, and (4) that the insured has a right to use existing curb cuts along the Street abutting the easement.

There is no charge for this endorsement.

Alta Endorsement Form 18-06 (Single Tax Parcel) (E-9463) (6/17/06)

The Alta 18 endorsement when attached to an Owner's or Lender's Policy insures that the land (consisting of one parcel) is taxed as a separate tax parcel. It insures against loss if the land is taxed as part of a larger parcel or fails to constitute a separate tax parcel.

There is no charge for this endorsement.

Alta Endorsement Form 18.1-06 (Multiple Tax Parcels) (E-9464) (6/17/06)

The Alta 18.1 endorsement when attached to an Owner's or Lender's Policy insures against loss if (1) the parcels are not assessed for real estate tax purposes as the Tax Identification Numbers, (2) the parcels are taxed with any other land, or (3) the easements, if any, described in Schedule A can be cut off by non-payment of real estate taxes or assessments against the servient estate. This endorsement is issued if the land consist only of multiple tax parcels. There is no charge for this endorsement.

Alta Endorsement Form 19-06 (Contiguity-Multiple Parcels) (E-9465) (6/17/06)

The Alta 19 endorsement when attached to an Owner's or Lender's Policy insures that two or more insured parcels are contiguous along defined lines or boundaries. The endorsement

also insures (to the same effect) that there are not gaps separating the insured contiguous boundary lines. The endorsement is issued where the contiguous tracts are insured by the policy. The charge for this endorsement shall be \$25.00.

Alta Endorsement Form 19.1-06 (Contiguity-Single Parcel) (E-9466) (6/17/06)

The Alta 19.1 endorsement when attached to an Owner's or Lender's Policy insures that the insured parcel is contiguous to another, uninsured parcel of land along defined lines or boundaries. The endorsement also insures (to the same effect) that there are not gaps separating the insured parcel and the other, uninsured parcel. Typically, both parcels would be owned by the same owner, but would not have been acquired simultaneously. The endorsement is issued where the land is insured as contiguous to another tract that is not insured.

The charge for this endorsement shall be \$25.00.

ALTA Endorsement Form 20-06 (First Loss-Multiple Parcel Transactions) (E-9467)(6/17/06)

The Alta 20 endorsement when attached to a Lender's Policy provides, under certain conditions, that the amount which the insurer shall be liable to pay under the policy shall be determined without requiring maturity of the indebtedness by acceleration or otherwise. An insured lender typically will not suffer a loss under a loan policy unless the loan is in default. On a multi-site loan as described, this could cause a hardship on the borrower and lender where the loan is otherwise in good standing, but for a threatened loss. This endorsement is then used typically on commercial transactions for these types of a multi-site loan.

The charge for this endorsement shall be \$25 for residential property or \$100 for commercial property.

ALTA Endorsement Form 21-06 (Creditor's Rights Endorsement) (E-9468) (6/17/06)

Exclusion 4 of the 1992 ALTA Owner's Policy and Exclusion 7 of the 1992 ALTA Loan Policy are the creditors' rights exclusion. These exclusions exclude liability because the insured transaction is a fraudulent transfer or voidable preference. Many transactions do not create such a risk, such as where the financing is for purchase money or construction on the land, and where the insured mortgage is promptly recorded. In those cases where we conclude the risk is acceptable, we would issue the ALTA Endorsement 21. This endorsement when attached to an Owner's or Loan Policy does insure against a claim that the insured conveyance or mortgage is avoidable as a fraudulent transfer or voidable preference, but does not insure against loss if the insured: (a) new when it acquired any estate, interest, or mortgage shown in Schedule A that the transfer, conveyance, or mortgage was intended to hinder, delay, or defraud any creditor; or (b) is found by a court not to be a transferee or purchaser in good faith.

The charge for this endorsement shall be \$25 for residential property or \$100 for commercial property.

ALTA Endorsements 22(E-9469); 22-06(E-9470) and 22.1(E-9471); 22.1-06(E-9472) 06/17/06)

The new ALTA Endorsements 22 and 22.1 are similar to the CLTA Location Endorsement (116). ALTA Endorsement 22 (Location) insures that a specified improvement, known as a stated street address, is located on the Land at Date of Policy. ALTA Endorsement 22.1 (Location and Map) also insures that the map, if any, attached to the policy correctly shows the location and dimensions of the Land according to the Public Records. The charge for these endorsements will be \$25.00.

ALTA 2006 Owner and Loan Policies O-9401) and M-9402 (06/17/06):

The 2006 Policies were officially adopted by the American Land Title Association on June 17, 2006. These policies have been designed to be more logically organized and precise in wording. We feel that these policies will provide an acceptable, and more favorable product and will provide the insured with superior coverage. There will be no rate change for these policies as we are filing these ALTA 2006 policies at the same basic rate structure as presently approved for Maine.

ALTA Short Form Residential Loan Policy (2006) (U-9404) (06/17/06):

The new Short Form Residential Loan Policy One to Four Family was also adopted by the American Land Title Association on June 17, 2006. The policy is an abbreviated short form version of the new 2006 Alta Loan Policy and has all the terms and provisions of this policy. The policy is designed so that certain Alta endorsements forms are either included or may be specified by marking a box on the policy. The changes to the 2006 Alta Short Form Residential Loan Policy are: additional potential endorsements such as the Alta 14-06; 14.1-06; 14.3-06; and 22-06 for Schedule A; On Schedule B, the deletion of exceptions as to taxes not yet due and payable and to survey matters were removed as they were viewed as no longer necessary. The exception relating to covenants, conditions and restrictions concerning environmental matters was amended. There will be no rate change for this policy as we are filing this policy using the same basic loan rate presently approved for Maine.

New ALTA Commitments:

The new Alta commitments adopted by the American Land Title on June 17, 2006 are the Alta Commitment Form (6/17/06) (004-UN) and the Alta Plain Language Commitment Form (6/17/06) (245). These commitments should be used when the 2006 Policies will be issued. The charge for these forms are unchanged and remains the same as approved.