

AGREEMENT

35176

THIS AGREEMENT is made and entered, in duplicate, as of October 17, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 21, 2018, by and between CHICAGO TITLE COMPANY, a California corporation ("Consultant"), with a place of business at 725 S. Figueroa Street, Los Angeles, California 90017, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with as-needed escrow and title services ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Twenty-Five Thousand Dollars (\$25,000), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of

1 this Agreement. For the purposes of this Section, a fiscal year commences on
2 October 1 of the year and continues through September 30 of the following year. In
3 the event that the City Council of the City fails to appropriate the necessary funds
4 for any fiscal year, then, and in that event, the Agreement will terminate at no
5 additional cost or obligation to the City.

6 C. Consultant may select the time and place of performance for
7 these services; provided, however, that access to City documents, records and the
8 like, if needed by Consultant, shall be available only during City's normal business
9 hours and provided that milestones for performance, if any, are met.

10 D. Consultant has requested to receive regular payments. City
11 shall pay Consultant in due course of payments following receipt from Consultant
12 and approval by City of invoices showing the services or task performed, the time
13 expended (if billing is hourly), and the name of the Project. Consultant shall certify
14 on the invoices that Consultant has performed the services in full conformance with
15 this Agreement and is entitled to receive payment. Each invoice shall be
16 accompanied by a progress report indicating the progress to date of services
17 performed and covered by the invoice, including a brief statement of any Project
18 problems and potential causes of delay in performance, and listing those services
19 that are projected for performance by Consultant during the next invoice cycle.
20 Where billing is done and payment is made on an hourly basis, the parties
21 acknowledge that this arrangement is either customary practice for Consultant's
22 profession, industry or business, or is necessary to satisfy audit and legal
23 requirements which may arise due to the fact that City is a municipality.

24 E. Consultant represents that Consultant has obtained all
25 necessary information on conditions and circumstances that may affect its
26 performance and has conducted site visits, if necessary.

27 F. CAUTION: Consultant shall not begin work until this
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by City.

2 2. TERM. The term of this Agreement shall commence at midnight on
3 July 1, 2018, and shall terminate at 11:59 p.m. on June 30, 2020, unless sooner terminated
4 as provided in this Agreement, or unless the services or the Project is completed sooner.

5 3. COORDINATION AND ORGANIZATION.

6 A. Consultant shall coordinate its performance with City's
7 representative, if any, named in Exhibit "C", attached to this Agreement and
8 incorporated by this reference. Consultant shall advise and inform City's
9 representative of the work in progress on the Project in sufficient detail so as to
10 assist City's representative in making presentations and in holding meetings on the
11 Project. City shall furnish to Consultant information or materials, if any, described
12 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
13 shall perform any other tasks described in the Exhibit.

14 B. The parties acknowledge that a substantial inducement to City
15 for entering this Agreement was and is the reputation and skill of Consultant's key
16 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
17 reference. City shall have the right to approve any person proposed by Consultant
18 to replace that key employee.

19 4. INDEPENDENT CONTRACTOR. In performing its services,
20 Consultant is and shall act as an independent contractor and not an employee,
21 representative or agent of City. Consultant shall have control of Consultant's work and the
22 manner in which it is performed. Consultant shall be free to contract for similar services to
23 be performed for others during this Agreement; provided, however, that Consultant acts in
24 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
25 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;
26 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
27 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of
28 the usual and customary rights, benefits or privileges of City employees. Consultant

expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE.

A. As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain, at Consultant's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:

i. Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

ii. Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer

1 waives its right of subrogation against City, its boards and commissions, and
2 their officials, employees and agents.

3 iii. Professional liability or errors and omissions insurance
4 in an amount not less than \$1,000,000 per claim.

5 iv. Commercial automobile liability insurance (equivalent in
6 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
7 an amount not less than \$500,000 combined single limit per accident.

8 B. Any self-insurance program, self-insured retention, or
9 deductible must be separately approved in writing by City's Risk Manager or
10 designee and shall protect City, its officials, employees and agents in the same
11 manner and to the same extent as they would have been protected had the policy
12 or policies not contained retention or deductible provisions.

13 C. Each insurance policy shall be endorsed to state that coverage
14 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
15 written notice to City, shall be primary and not contributing to any other insurance
16 or self-insurance maintained by City, and shall be endorsed to state that coverage
17 maintained by City shall be excess to and shall not contribute to insurance or self-
18 insurance maintained by Consultant. Consultant shall notify City in writing within
19 five (5) days after any insurance has been voided by the insurer or cancelled by the
20 insured.

21 D. If this coverage is written on a "claims made" basis, it must
22 provide for an extended reporting period of not less than one hundred eighty (180)
23 days, commencing on the date this Agreement expires or is terminated, unless
24 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
25 continuing coverage for a period of not less than three (3) years, commencing on
26 the date this Agreement expires or is terminated.

27 E. Consultant shall require that all subconsultants or contractors
28 that Consultant uses in the performance of these services maintain insurance in

1 compliance with this Section unless otherwise agreed in writing by City's Risk
2 Manager or designee.

3 F. Prior to the start of performance, Consultant shall deliver to City
4 certificates of insurance and the endorsements for approval as to sufficiency and
5 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the
6 insurance, furnish to City certificates of insurance and endorsements evidencing
7 renewal of the insurance. City reserves the right to require complete certified copies
8 of all policies of Consultant and Consultant's subconsultants and contractors, at any
9 time. Consultant shall make available to City's Risk Manager or designee all books,
10 records and other information relating to this insurance, during normal business
11 hours.

12 G. Any modification or waiver of these insurance requirements
13 shall only be made with the approval of City's Risk Manager or designee. Not more
14 frequently than once a year, City's Risk Manager or designee may require that
15 Consultant, Consultant's subconsultants and contractors change the amount, scope
16 or types of coverages required in this Section if, in his or her sole opinion, the
17 amount, scope or types of coverages are not adequate.

18 H. The procuring or existence of insurance shall not be construed
19 or deemed as a limitation on liability relating to Consultant's performance or as full
20 performance of or compliance with the indemnification provisions of this Agreement.

21 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
22 contemplates the personal services of Consultant and Consultant's employees, and the
23 parties acknowledge that a substantial inducement to City for entering this Agreement was
24 and is the professional reputation and competence of Consultant and Consultant's
25 employees. Consultant shall not assign its rights or delegate its duties under this
26 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
27 of City, except that Consultant may with the prior approval of the City Manager of City,
28 assign any moneys due or to become due Consultant under this Agreement. Any

attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Consultant shall not subcontract any portion of its performance without the prior approval of the City Manager or designee, or substitute an approved subconsultant or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

7. CONFLICT OF INTEREST. Consultant, by executing this Agreement, certifies that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client. Consultant further certifies that Consultant does not now have and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. And, Consultant shall obtain similar certifications from Consultant's employees, subconsultants and contractors.

8. MATERIALS. Consultant shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Consultant's obligations under this Agreement, except as stated in Exhibit "D".

9. OWNERSHIP OF DATA. All materials, information and data prepared, developed or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material and memorandum ("Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and

1 for any purpose without payment of further compensation to Consultant. Copies of Data
2 may be retained by Consultant but Consultant warrants that Data shall not be made
3 available to any person or entity for use without the prior approval of City. This warranty
4 shall survive termination of this Agreement for five (5) years.

5 10. TERMINATION. Either party shall have the right to terminate this
6 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
7 prior written notice to the other party. In the event of termination under this Section, City
8 shall pay Consultant for services satisfactorily performed and costs incurred up to the
9 effective date of termination for which Consultant has not been previously paid. The
10 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
11 date of termination, Consultant shall deliver to City all Data developed or accumulated in
12 the performance of this Agreement, whether in draft or final form, or in process. And,
13 Consultant acknowledges and agrees that City's obligation to make final payment is
14 conditioned on Consultant's delivery of the Data to City.

15 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
16 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
17 performing its services, during the term of this Agreement and for five (5) years following
18 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
19 all information, whether written, oral or visual, obtained by any means whatsoever in the
20 course of performing its services for the same period of time. Consultant shall not disclose
21 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
22 of others except for the purpose of this Agreement.

23 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
24 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
25 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
26 without breach of this Agreement by Consultant; or (c) a third party who has a right to
27 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
28 disclosed pursuant to subpoena or court order.

13. ADDITIONAL COSTS AND REDESIGN.

A. Any costs incurred by City due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes City to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and City shall not pay any additional compensation to Consultant for its re-performance.

B. If the Project involves construction and the scope of work requires Consultant to prepare plans and specifications with an estimate of the cost of construction, then Consultant may be required to modify the plans and specifications, any construction documents relating to the plans and specifications, and Consultant's estimate, at no cost to City, when the lowest bid for construction received by City exceeds by more than ten percent (10%) Consultant's estimate. This modification shall be submitted in a timely fashion to allow City to receive new bids within four (4) months after the date on which the original plans and specifications were submitted by Consultant.

14. AMENDMENT. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.

15. LAW. This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. Consultant shall cause all work performed in connection with construction of the Project to be performed in compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire

marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

16. PREVAILING WAGES.

A. Consultant agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

B. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

17. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

18. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties,

1 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
2 in connection with (1) Consultant's breach or failure to comply with any of its
3 obligations contained in this Agreement, including any obligations arising from the
4 Project's compliance with or failure to comply with applicable laws, including all
5 applicable federal and state labor requirements including, without limitation, the
6 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
7 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
8 employees, agents, subcontractors, or anyone under Consultant's control, in the
9 performance of work or services under this Agreement (collectively "Claims" or
10 individually "Claim").

11 B. In addition to Consultant's duty to indemnify, Consultant shall
12 have a separate and wholly independent duty to defend Indemnified Parties at
13 Consultant's expense by legal counsel approved by City, from and against all
14 Claims, and shall continue this defense until the Claims are resolved, whether by
15 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
16 breach, or the like on the part of Consultant shall be required for the duty to defend
17 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
18 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
19 in the defense.

20 C. If a court of competent jurisdiction determines that a Claim was
21 caused by the sole negligence or willful misconduct of Indemnified Parties,
22 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
23 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
24 percentage of willful misconduct attributed by the court to the Indemnified Parties.

25 D. The provisions of this Section shall survive the expiration or
26 termination of this Agreement.

27 19. AMBIGUITY. In the event of any conflict or ambiguity between this
28 Agreement and any Exhibit, the provisions of this Agreement shall govern.

1 20. NONDISCRIMINATION.

2 A. In connection with performance of this Agreement and subject
3 to applicable rules and regulations, Consultant shall not discriminate against any
4 employee or applicant for employment because of race, religion, national origin,
5 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
6 disability. Consultant shall ensure that applicants are employed, and that
7 employees are treated during their employment, without regard to these bases.
8 These actions shall include, but not be limited to, the following: employment,
9 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
10 termination; rates of pay or other forms of compensation; and selection for training,
11 including apprenticeship.

12 B. It is the policy of City to encourage the participation of
13 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
14 procurement process, and Consultant agrees to use its best efforts to carry out this
15 policy in its use of subconsultants and contractors to the fullest extent consistent
16 with the efficient performance of this Agreement. Consultant may rely on written
17 representations by subconsultants and contractors regarding their status.
18 Consultant shall report to City in May and in December or, in the case of short-term
19 agreements, prior to invoicing for final payment, the names of all subconsultants
20 and contractors hired by Consultant for this Project and information on whether or
21 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
22 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

23 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
24 accordance with the provisions of the Ordinance, this Agreement is subject to the
25 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
26 Long Beach Municipal Code, as amended from time to time.

27 A. During the performance of this Agreement, the Consultant
28 certifies and represents that the Consultant will comply with the EBO. The

1 Consultant agrees to post the following statement in conspicuous places at its place
2 of business available to employees and applicants for employment:

3 "During the performance of a contract with the City of Long Beach, the
4 Consultant will provide equal benefits to employees with spouses and its
5 employees with domestic partners. Additional information about the City of
6 Long Beach's Equal Benefits Ordinance may be obtained from the City of
7 Long Beach Business Services Division at 562-570-6200."

8 B. The failure of the Consultant to comply with the EBO will be
9 deemed to be a material breach of the Agreement by the City.

10 C. If the Consultant fails to comply with the EBO, the City may
11 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
12 to become due under the Agreement may be retained by the City. The City may
13 also pursue any and all other remedies at law or in equity for any breach.

14 D. Failure to comply with the EBO may be used as evidence
15 against the Consultant in actions taken pursuant to the provisions of Long Beach
16 Municipal Code 2.93 et seq., Contractor Responsibility.

17 E. If the City determines that the Consultant has set up or used its
18 contracting entity for the purpose of evading the intent of the EBO, the City may
19 terminate the Agreement on behalf of the City. Violation of this provision may be
20 used as evidence against the Consultant in actions taken pursuant to the provisions
21 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

22 22. NOTICES. Any notice or approval required by this Agreement shall
23 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
24 postage prepaid, addressed to Consultant at the address first stated above, and to City at
25 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
26 to the City Engineer at the same address. Notice of change of address shall be given in
27 the same manner as stated for other notices. Notice shall be deemed given on the date
28 deposited in the mail or on the date personal delivery is made, whichever occurs first.

23. COPYRIGHTS AND PATENT RIGHTS.

A. Consultant shall place the following copyright protection on all Data: © City of Long Beach, California _____, inserting the appropriate year.

B. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to City.

C. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

25. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

26. CONTINUATION. Termination or expiration of this Agreement shall

1 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
2 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

3 27. TAX REPORTING. As required by federal and state law, City is
4 obligated to and will report the payment of compensation to Consultant on Form 1099-
5 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
6 resulting from payments under this Agreement. Consultant shall submit Consultant's
7 Employer Identification Number (EIN), or Consultant's Social Security Number if
8 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
9 Financial Management. Consultant acknowledges and agrees that City has no obligation
10 to pay Consultant until Consultant provides one of these numbers.

11 28. ADVERTISING. Consultant shall not use the name of City, its officials
12 or employees in any advertising or solicitation for business or as a reference, without the
13 prior approval of the City Manager or designee.

14 29. AUDIT. City shall have the right at all reasonable times during the
15 term of this Agreement and for a period of five (5) years after termination or expiration of
16 this Agreement to examine, audit, inspect, review, extract information from and copy all
17 books, records, accounts and other documents of Consultant relating to this Agreement.

18 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
19 designed to or entered for the purpose of creating any benefit or right for any person or
20 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CHICAGO TITLE COMPANY, a California corporation.

October 31, 2018, 2018

By [Signature]

Name Cheryl Yanez

Title **Sr. Vice President**

[Signature]

By JCS. NCL

Name _____

Title _____

Tom Modica
Assistant City Manager "Consultant"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

CITY OF LONG BEACH, a municipal corporation

— 24 —

By 1 C. J. N. L.

City Manager

“City”

This Agreement is approved as to form on Nov. 29, 2018.

CHARLES PARKIN, City Attorney

By [Signature]

Deputy

EXHIBIT “A”

Scope of Work

EXHIBIT A

SCOPE OF SERVICES – TITLE & ESCROW SERVICES

Firm shall provide real estate escrow and title services, which shall include, but not necessarily be limited to the following:

ESCROW SERVICES

- a. Firm shall act as escrow holder between the City, Successor Agency and/or LBCIC and private parties for commercial, residential and industrial acquisitions and dispositions;
- b. Firm shall act to ensure all principals to the transaction comply with the terms and conditions of the contract/agreement as set forth and coordinate the activities of the professional service providers (lender(s), title, brokers, etc.) involved in the transaction;
- c. Firm must be knowledgeable of California Escrow Law;
- d. Firm shall have at least one escrow officer with a minimum of five or more years of experience handling escrows for commercial, industrial and residential properties with appropriate licenses to operate in California.
- e. Firm shall be capable of providing services for escrowed funds disbursed or held on a long-term basis; and
- f. Firm shall be capable of accommodating gap, or New York style, closings.

PRELIMINARY REPORTS

Each preliminary report shall

- a. Be prepared in standard industry format;
- b. State the type of interest the report covers;
- c. Identify and describe the property covered;
- d. State the ownership interest of record;
- e. Include all matters of record affecting the property covered;
- f. Include an assessor's map identifying the property;
- g. Be reviewed by the title officer for errors and accuracy;
- h. Be provided to client within ten calendar days after receipt of request;
- i. Be available in electronic format with links to the underlying documents.

Firm shall:

- j. Confirm receipt of open order via e-mail to the City within 24 hours of receipt of request;
- k. Have the ability to expedite processing of report upon client's request;
- l. Supply copy of underlying documents noted in report to client upon request via email;
- m. Provide client four copies of report; and
- n. Provide client digitized version of report via e-mail.

LITIGATION GUARANTEES

Each litigation guarantee (guarantee) shall:

- a. Be prepared in standard industry format;
- b. State the type of interest the report covers;
- c. Identify and describe the property covered;
- d. Note the value, purpose and intended use of the guarantee;
- e. List the names and addresses of parties with interest in the property as shown on the latest equalized tax roll;
- f. List the names and addresses of all entities lawfully required to receive notice of a hearing on a Resolution of Necessity;
- g. Include all matters of record affecting the property covered;
- h. Include an assessor map identifying the property; and
- i. Be reviewed by the title officer for errors and accuracy.

Firm shall:

- j. Provide the City with four copies of the guarantee;
- k. Provide client with a digitized version of the guarantee via e-mail;
- l. Provide guarantee to client within twenty-one calendar days of receipt of request;
- m. Expedite processing of guarantee upon client's request;
- n. Supply copy of all underlying documents referenced in guarantee to client upon request via e-mail; and
- o. Provide client copy of equalized tax roll.

POLICY OF INSURANCE OF RECORD TITLE (PIRT) POLICIES

Each preliminary report shall:

- a. Be prepared in standard industry format;
- b. State the type of interest the report covers;
- c. Identify and describe the property covered;
- d. State the ownership interest of record;
- e. Include all matters of record affecting the property covered;
- f. Be reviewed by the title examiner for errors and accuracy; and
- g. Be provided to client within five calendar days after receipt of request.

Firm shall:

- h. Confirm receipt of open order via e-mail to client within 24 hours of receipt of request;
- i. Have the ability to expedite processing of report upon client's request;
- j. Supply copy of underlying documents noted in report to client upon request via email;
- k. Record all documents related to the policy (i.e. Deed of Trust, Quitclaim Deed, CC&R's, etc);
- l. Provide client four copies of report; and
- m. Provide client digitized version of report via e-mail.

MAPPING/ENGINEERING SERVICES

Firm shall:

- a. Provide mapping and engineering services for plotting of easements, preparation and/or review of legal descriptions, researching boundary and access problems, reviewing ALTA Surveys for off-record matters, and checking parcel maps/tract maps for insurability;
- b. Provide plotting of easements within 10-20 calendar days after receipt of request; and
- c. Provide minimum of four color coded copies of plotted easements.

CUSTOMER SERVICE DEPARTMENT

Firm shall:

- a. Provide client with personnel experienced in all aspects of searching and obtaining copies of public record documents, including those pertaining to municipal or government owned properties;
- b. Provide copies of public record documents via e-mail as expeditiously as possible; and
- c. Provide client with access to firm's web site with ability to obtain ownership and property data at **no cost**.

ADDITIONAL SERVICES REQUIRED

Firm shall have:

- a. The ability to expertly assist staff and/or handle municipal real estate escrow and title transactions, including but not limited to the eminent domain process and Chapter 8 acquisitions;
- b. The ability to provide staff experienced in complex commercial, residential and high-liability transactions with the ability to offer alternative underwriting solutions; and
- c. The ability to provide highly experienced underwriting counsel with the experience and authority to tackle difficult underwriting issues quickly and responsibly.

EXHIBIT “B”

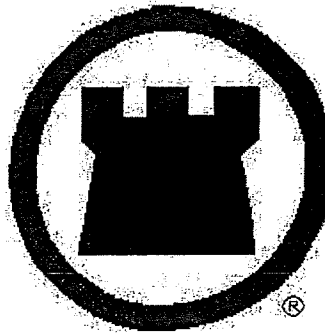
Rates or Charges

EXHIBIT B

Chicago Title Company
Title Rate Fee Schedule

CHICAGO TITLE INSURANCE COMPANY

TITLE INSURANCE RATES AND
CHARGES FOR THE STATE OF
CALIFORNIA



EFFECTIVE: February 1, 2017
(Unless otherwise noted herein)

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

Part 1

Residential Property 1-4 Family Unit Residential Properties including individual Vacant Lots which will be used for 1-4 Residential Purposes

Title Insurance

This part contains pricing for owner's fee and lesser estates, lenders, and leasehold interests.

Includes pricing for title services for all 1-4 family property except that which qualifies under any other "Part" within this Schedule of Fees and Charges. Commercial Short Term Rate is not applicable.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

Residential Property 1-4 Family Unit Residential Properties including Individual Vacant Lots which will be used for 1-4 Residential Purposes

Insurance Rate Table "R" (without escrow services)

Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate	Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate
Up to and including \$30,000	\$400	\$269	\$550,001-560,000	\$1,537	\$859
\$30,001-40,000	\$400	\$269	\$650,001-570,000	\$1,552	\$869
\$40,001-50,000	\$400	\$269	\$570,001-580,000	\$1,568	\$879
\$50,001-60,000	\$495	\$280	\$580,001-590,000	\$1,584	\$889
\$60,001-70,000	\$530	\$291	\$590,001-600,000	\$1,600	\$899
\$70,001-80,000	\$567	\$302	\$600,001-610,000	\$1,612	\$909
\$80,001-90,000	\$602	\$313	\$610,001-620,000	\$1,627	\$919
\$90,001-100,000	\$644	\$324	\$620,001-630,000	\$1,643	\$929
\$100,001-110,000	\$667	\$334	\$630,001-640,000	\$1,659	\$939
\$110,001-120,000	\$690	\$344	\$640,001-650,000	\$1,675	\$949
\$120,001-130,000	\$714	\$354	\$650,001-660,000	\$1,691	\$959
\$130,001-140,000	\$737	\$364	\$660,001-670,000	\$1,707	\$969
\$140,001-150,000	\$760	\$374	\$670,001-680,000	\$1,722	\$979
\$150,001-160,000	\$783	\$384	\$680,001-690,000	\$1,738	\$989
\$160,001-170,000	\$806	\$394	\$690,001-700,000	\$1,754	\$999
\$170,001-180,000	\$830	\$403	\$700,001-710,000	\$1,766	\$1,009
\$180,001-190,000	\$852	\$414	\$710,001-720,000	\$1,782	\$1,019
\$190,001-200,000	\$885	\$424	\$720,001-730,000	\$1,797	\$1,029
\$200,001-210,000	\$900	\$434	\$730,001-740,000	\$1,813	\$1,039
\$210,001-220,000	\$923	\$444	\$740,001-750,000	\$1,829	\$1,049
\$220,001-230,000	\$945	\$454	\$750,001-760,000	\$1,845	\$1,059
\$230,001-240,000	\$968	\$464	\$760,001-770,000	\$1,861	\$1,069
\$240,001-250,000	\$990	\$476	\$770,001-780,000	\$1,877	\$1,079
\$250,001-260,000	\$1,012	\$487	\$780,001-790,000	\$1,892	\$1,089
\$260,001-270,000	\$1,035	\$498	\$790,001-800,000	\$1,908	\$1,099
\$270,001-280,000	\$1,057	\$510	\$800,001-810,000	\$1,934	\$1,109
\$280,001-290,000	\$1,080	\$521	\$810,001-820,000	\$1,950	\$1,119
\$290,001-300,000	\$1,102	\$532	\$820,001-830,000	\$1,965	\$1,129
\$300,001-310,000	\$1,103	\$545	\$830,001-840,000	\$1,982	\$1,139
\$310,001-320,000	\$1,120	\$559	\$840,001-850,000	\$1,997	\$1,149
\$320,001-330,000	\$1,137	\$572	\$850,001-860,000	\$2,012	\$1,156
\$330,001-340,000	\$1,154	\$586	\$860,001-870,000	\$2,027	\$1,163
\$340,001-350,000	\$1,171	\$599	\$870,001-880,000	\$2,042	\$1,170
\$350,001-360,000	\$1,188	\$612	\$880,001-890,000	\$2,058	\$1,177
\$360,001-370,000	\$1,205	\$626	\$890,001-900,000	\$2,073	\$1,184
\$370,001-380,000	\$1,223	\$639	\$900,001-910,000	\$2,092	\$1,191
\$380,001-390,000	\$1,240	\$652	\$910,001-920,000	\$2,107	\$1,198
\$390,001-400,000	\$1,257	\$665	\$920,001-930,000	\$2,122	\$1,205
\$400,001-410,000	\$1,294	\$679	\$930,001-940,000	\$2,137	\$1,212
\$410,001-420,000	\$1,310	\$693	\$940,001-950,000	\$2,153	\$1,219
\$420,001-430,000	\$1,327	\$706	\$950,001-960,000	\$2,168	\$1,226
\$430,001-440,000	\$1,344	\$719	\$960,001-970,000	\$2,183	\$1,233
\$440,001-450,000	\$1,361	\$733	\$970,001-980,000	\$2,198	\$1,240
\$450,001-460,000	\$1,378	\$746	\$980,001-990,000	\$2,213	\$1,247
\$460,001-470,000	\$1,395	\$759	\$990,001-1,000,000	\$2,229	\$1,254
\$470,001-480,000	\$1,412	\$773	\$1,000,001-1,010,000	\$2,241	\$1,259
\$480,001-490,000	\$1,429	\$786	\$1,010,001-1,020,000	\$2,253	\$1,264
\$490,001-500,000	\$1,446	\$799	\$1,020,001-1,030,000	\$2,265	\$1,269
\$500,001-510,000	\$1,457	\$809	\$1,030,001-1,040,000	\$2,277	\$1,274
\$510,001-520,000	\$1,473	\$819	\$1,040,001-1,050,000	\$2,289	\$1,279
\$520,001-530,000	\$1,489	\$829	\$1,050,001-1,060,000	\$2,301	\$1,284
\$530,001-540,000	\$1,505	\$839	\$1,060,001-1,070,000	\$2,313	\$1,289
\$540,001-550,000	\$1,521	\$849			

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate	Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate
\$1,070,001-1,080,000	\$2,325	\$1,294	\$1,600,001-1,610,000	\$2,921	\$1,548
\$1,080,001-1,090,000	\$2,337	\$1,299	\$1,610,001-1,620,000	\$2,932	\$1,552
\$1,090,001-1,100,000	\$2,349	\$1,304	\$1,620,001-1,630,000	\$2,943	\$1,556
\$1,100,001-1,110,000	\$2,361	\$1,309	\$1,630,001-1,640,000	\$2,954	\$1,560
\$1,110,001-1,120,000	\$2,373	\$1,314	\$1,640,001-1,650,000	\$2,966	\$1,564
\$1,120,001-1,130,000	\$2,385	\$1,319	\$1,650,001-1,660,000	\$2,977	\$1,568
\$1,130,001-1,140,000	\$2,397	\$1,324	\$1,660,001-1,670,000	\$2,988	\$1,572
\$1,140,001-1,150,000	\$2,409	\$1,329	\$1,670,001-1,680,000	\$3,000	\$1,576
\$1,150,001-1,160,000	\$2,421	\$1,334	\$1,680,001-1,690,000	\$3,011	\$1,580
\$1,160,001-1,170,000	\$2,433	\$1,339	\$1,690,001-1,700,000	\$3,022	\$1,584
\$1,170,001-1,180,000	\$2,445	\$1,344	\$1,700,001-1,710,000	\$3,027	\$1,588
\$1,180,001-1,190,000	\$2,457	\$1,349	\$1,710,001-1,720,000	\$3,039	\$1,592
\$1,190,001-1,200,000	\$2,469	\$1,354	\$1,720,001-1,730,000	\$3,049	\$1,596
\$1,200,001-1,210,000	\$2,481	\$1,359	\$1,730,001-1,740,000	\$3,061	\$1,600
\$1,210,001-1,220,000	\$2,493	\$1,364	\$1,740,001-1,750,000	\$3,073	\$1,604
\$1,220,001-1,230,000	\$2,505	\$1,369	\$1,750,001-1,760,000	\$3,084	\$1,608
\$1,230,001-1,240,000	\$2,517	\$1,374	\$1,760,001-1,770,000	\$3,095	\$1,612
\$1,240,001-1,250,000	\$2,529	\$1,379	\$1,770,001-1,780,000	\$3,106	\$1,616
\$1,250,001-1,260,000	\$2,541	\$1,384	\$1,780,001-1,790,000	\$3,117	\$1,620
\$1,260,001-1,270,000	\$2,553	\$1,389	\$1,790,001-1,800,000	\$3,128	\$1,624
\$1,270,001-1,280,000	\$2,565	\$1,394	\$1,800,001-1,810,000	\$3,144	\$1,628
\$1,280,001-1,290,000	\$2,577	\$1,399	\$1,810,001-1,820,000	\$3,155	\$1,632
\$1,290,001-1,300,000	\$2,589	\$1,404	\$1,820,001-1,830,000	\$3,166	\$1,636
\$1,300,001-1,310,000	\$2,601	\$1,409	\$1,830,001-1,840,000	\$3,177	\$1,640
\$1,310,001-1,320,000	\$2,613	\$1,414	\$1,840,001-1,850,000	\$3,188	\$1,644
\$1,320,001-1,330,000	\$2,625	\$1,419	\$1,850,001-1,860,000	\$3,199	\$1,648
\$1,330,001-1,340,000	\$2,637	\$1,424	\$1,860,001-1,870,000	\$3,211	\$1,652
\$1,340,001-1,350,000	\$2,649	\$1,429	\$1,870,001-1,880,000	\$3,222	\$1,656
\$1,350,001-1,360,000	\$2,661	\$1,434	\$1,880,001-1,890,000	\$3,233	\$1,660
\$1,360,001-1,370,000	\$2,673	\$1,439	\$1,890,001-1,900,000	\$3,244	\$1,664
\$1,370,001-1,380,000	\$2,685	\$1,444	\$1,900,001-1,910,000	\$3,259	\$1,668
\$1,380,001-1,390,000	\$2,697	\$1,449	\$1,910,001-1,920,000	\$3,271	\$1,672
\$1,390,001-1,400,000	\$2,709	\$1,454	\$1,920,001-1,930,000	\$3,282	\$1,676
\$1,400,001-1,410,000	\$2,721	\$1,459	\$1,930,001-1,940,000	\$3,293	\$1,680
\$1,410,001-1,420,000	\$2,733	\$1,464	\$1,940,001-1,950,000	\$3,304	\$1,684
\$1,420,001-1,430,000	\$2,745	\$1,469	\$1,950,001-1,960,000	\$3,315	\$1,688
\$1,430,001-1,440,000	\$2,757	\$1,474	\$1,960,001-1,970,000	\$3,326	\$1,692
\$1,440,001-1,450,000	\$2,769	\$1,479	\$1,970,001-1,980,000	\$3,338	\$1,696
\$1,450,001-1,460,000	\$2,781	\$1,484	\$1,980,001-1,990,000	\$3,349	\$1,700
\$1,460,001-1,470,000	\$2,793	\$1,489	\$1,990,001-2,000,000	\$3,360	\$1,704
\$1,470,001-1,480,000	\$2,805	\$1,494	\$2,000,001-2,010,000	\$3,366	\$1,709
\$1,480,001-1,490,000	\$2,817	\$1,499	\$2,010,001-2,020,000	\$3,372	\$1,714
\$1,490,001-1,500,000	\$2,829	\$1,504	\$2,020,001-2,030,000	\$3,378	\$1,719
\$1,500,001-1,510,000	\$2,824	\$1,508	\$2,030,001-2,040,000	\$3,384	\$1,724
\$1,510,001-1,520,000	\$2,835	\$1,512	\$2,040,001-2,050,000	\$3,390	\$1,729
\$1,520,001-1,530,000	\$2,846	\$1,516	\$2,050,001-2,060,000	\$3,396	\$1,734
\$1,530,001-1,540,000	\$2,858	\$1,520	\$2,060,001-2,070,000	\$3,402	\$1,739
\$1,540,001-1,550,000	\$2,869	\$1,524	\$2,070,001-2,080,000	\$3,408	\$1,744
\$1,550,001-1,560,000	\$2,880	\$1,528	\$2,080,001-2,090,000	\$3,414	\$1,749
\$1,560,001-1,570,000	\$2,891	\$1,532	\$2,090,001-2,100,000	\$3,420	\$1,754
\$1,570,001-1,580,000	\$2,903	\$1,536	\$2,100,001-2,110,000	\$3,426	\$1,759
\$1,580,001-1,590,000	\$2,914	\$1,540	\$2,110,001-2,120,000	\$3,432	\$1,764
\$1,590,001-1,600,000	\$2,925	\$1,544	\$2,120,001-2,130,000	\$3,438	\$1,769

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate	Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate
\$2,130,001-2,140,000	\$3,444	\$1,774	\$2,570,001-2,580,000	\$3,708	\$1,994
\$2,140,001-2,150,000	\$3,450	\$1,779	\$2,580,001-2,590,000	\$3,714	\$1,999
\$2,150,001-2,160,000	\$3,456	\$1,784	\$2,590,001-2,600,000	\$3,720	\$2,004
\$2,160,001-2,170,000	\$3,462	\$1,789	\$2,600,001-2,610,000	\$3,726	\$2,009
\$2,170,001-2,180,000	\$3,468	\$1,794	\$2,610,001-2,620,000	\$3,732	\$2,014
\$2,180,001-2,190,000	\$3,474	\$1,799	\$2,620,001-2,630,000	\$3,738	\$2,019
\$2,190,001-2,200,000	\$3,480	\$1,804	\$2,630,001-2,640,000	\$3,744	\$2,024
\$2,200,001-2,210,000	\$3,486	\$1,809	\$2,640,001-2,650,000	\$3,750	\$2,029
\$2,210,001-2,220,000	\$3,492	\$1,814	\$2,650,001-2,660,000	\$3,756	\$2,034
\$2,220,001-2,230,000	\$3,498	\$1,819	\$2,660,001-2,670,000	\$3,762	\$2,039
\$2,230,001-2,240,000	\$3,504	\$1,824	\$2,670,001-2,680,000	\$3,768	\$2,044
\$2,240,001-2,250,000	\$3,510	\$1,829	\$2,680,001-2,690,000	\$3,774	\$2,049
\$2,250,001-2,260,000	\$3,516	\$1,834	\$2,690,001-2,700,000	\$3,780	\$2,054
\$2,260,001-2,270,000	\$3,522	\$1,839	\$2,700,001-2,710,000	\$3,786	\$2,059
\$2,270,001-2,280,000	\$3,528	\$1,844	\$2,710,001-2,720,000	\$3,792	\$2,064
\$2,280,001-2,290,000	\$3,534	\$1,849	\$2,720,001-2,730,000	\$3,798	\$2,069
\$2,290,001-2,300,000	\$3,540	\$1,854	\$2,730,001-2,740,000	\$3,804	\$2,074
\$2,300,001-2,310,000	\$3,546	\$1,859	\$2,740,001-2,750,000	\$3,810	\$2,079
\$2,310,001-2,320,000	\$3,552	\$1,864	\$2,750,001-2,760,000	\$3,816	\$2,084
\$2,320,001-2,330,000	\$3,558	\$1,869	\$2,760,001-2,770,000	\$3,822	\$2,089
\$2,330,001-2,340,000	\$3,564	\$1,874	\$2,770,001-2,780,000	\$3,828	\$2,094
\$2,340,001-2,350,000	\$3,570	\$1,879	\$2,780,001-2,790,000	\$3,834	\$2,099
\$2,350,001-2,360,000	\$3,576	\$1,884	\$2,790,001-2,800,000	\$3,840	\$2,104
\$2,360,001-2,370,000	\$3,582	\$1,889	\$2,800,001-2,810,000	\$3,846	\$2,109
\$2,370,001-2,380,000	\$3,588	\$1,894	\$2,810,001-2,820,000	\$3,852	\$2,114
\$2,380,001-2,390,000	\$3,594	\$1,899	\$2,820,001-2,830,000	\$3,858	\$2,119
\$2,390,001-2,400,000	\$3,600	\$1,904	\$2,830,001-2,840,000	\$3,864	\$2,124
\$2,400,001-2,410,000	\$3,606	\$1,909	\$2,840,001-2,850,000	\$3,870	\$2,129
\$2,410,001-2,420,000	\$3,612	\$1,914	\$2,850,001-2,860,000	\$3,876	\$2,134
\$2,420,001-2,430,000	\$3,618	\$1,919	\$2,860,001-2,870,000	\$3,882	\$2,139
\$2,430,001-2,440,000	\$3,624	\$1,924	\$2,870,001-2,880,000	\$3,888	\$2,144
\$2,440,001-2,450,000	\$3,630	\$1,929	\$2,880,001-2,890,000	\$3,894	\$2,149
\$2,450,001-2,460,000	\$3,636	\$1,934	\$2,890,001-2,900,000	\$3,900	\$2,154
\$2,460,001-2,470,000	\$3,642	\$1,939	\$2,900,001-2,910,000	\$3,906	\$2,159
\$2,470,001-2,480,000	\$3,648	\$1,944	\$2,910,001-2,920,000	\$3,912	\$2,164
\$2,480,001-2,490,000	\$3,654	\$1,949	\$2,920,001-2,930,000	\$3,918	\$2,169
\$2,490,001-2,500,000	\$3,660	\$1,954	\$2,930,001-2,940,000	\$3,924	\$2,174
\$2,500,001-2,510,000	\$3,666	\$1,959	\$2,940,001-2,950,000	\$3,930	\$2,179
\$2,510,001-2,520,000	\$3,672	\$1,964	\$2,950,001-2,960,000	\$3,936	\$2,184
\$2,520,001-2,530,000	\$3,678	\$1,969	\$2,960,001-2,970,000	\$3,942	\$2,189
\$2,530,001-2,540,000	\$3,684	\$1,974	\$2,970,001-2,980,000	\$3,948	\$2,194
\$2,540,001-2,550,000	\$3,690	\$1,979	\$2,980,001-2,990,000	\$3,954	\$2,199
\$2,550,001-2,560,000	\$3,696	\$1,984	\$2,990,001-3,000,000	\$3,960	\$2,204
\$2,560,001-2,570,000	\$3,702	\$1,989			

Amount of Insurance	Residential Owners Rate		Lender's Concurrent Rate	
Over \$3,000,000	Add \$5.00 per \$10,000	\$3,960	Add \$4.00 per \$10,000	\$2,204

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

Part 2 **Commercial/Industrial Property** **Title Insurance**

This part contains pricing for owner's fee and lesser estates, lenders, and leasehold interests.

See Major Projects/Planned Projects for additional pricing options.

Includes pricing for title services for all property not covered under other Parts of this manual.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

PART 2 STATEWIDE INSURANCE RATE TABLE C FOR COMMERCIAL/INDUSTRIAL TITLE INSURANCE Without Escrow Services

Amount of Insurance	Base Rate (Owner's)	Lender's Concurrent Rate	Amount of Insurance	Base Rate (Owner's)	Lender's Concurrent Rate
Up to and including \$30,000	\$396	\$285	\$165,001-170,000	\$870	\$365
\$30,001-35,000	\$418	\$285	\$170,001-175,000	\$884	\$370
\$35,001-40,000	\$418	\$285	\$175,001-180,000	\$899	\$375
\$40,001-45,000	\$462	\$285	\$180,001-185,000	\$913	\$380
\$45,001-50,000	\$462	\$285	\$185,001-190,000	\$928	\$385
\$50,001-55,000	\$472	\$285	\$190,001-195,000	\$943	\$390
\$55,001-60,000	\$494	\$285	\$195,001-200,000	\$957	\$395
\$60,001-65,000	\$516	\$285	\$200,001-205,000	\$971	\$400
\$65,001-70,000	\$538	\$285	\$205,001-210,000	\$986	\$405
\$70,001-75,000	\$560	\$285	\$210,001-215,000	\$1,000	\$410
\$75,001-80,000	\$582	\$285	\$215,001-220,000	\$1,014	\$415
\$80,001-85,000	\$604	\$285	\$220,001-225,000	\$1,029	\$420
\$85,001-90,000	\$626	\$285	\$225,001-230,000	\$1,043	\$425
\$90,001-95,000	\$648	\$285	\$230,001-235,000	\$1,057	\$430
\$95,001-100,000	\$667	\$285	\$235,001-240,000	\$1,071	\$435
\$100,001-105,000	\$681	\$300	\$240,001-245,000	\$1,086	\$440
\$105,001-110,000	\$695	\$305	\$245,001-250,000	\$1,100	\$445
\$110,001-115,000	\$711	\$310	\$250,001-255,000	\$1,114	\$450
\$115,001-120,000	\$725	\$315	\$255,001-260,000	\$1,129	\$455
\$120,001-125,000	\$739	\$320	\$260,001-265,000	\$1,143	\$460
\$125,001-130,000	\$754	\$325	\$265,001-270,000	\$1,157	\$465
\$130,001-135,000	\$768	\$330	\$270,001-275,000	\$1,172	\$470
\$135,001-140,000	\$783	\$335	\$275,001-280,000	\$1,186	\$475
\$140,001-145,000	\$798	\$340	\$280,001-285,000	\$1,200	\$480
\$145,001-150,000	\$812	\$345	\$285,001-290,000	\$1,214	\$485
\$150,001-155,000	\$826	\$350	\$290,001-295,000	\$1,229	\$490
\$155,001-160,000	\$840	\$355	\$295,001-300,000	\$1,243	\$490
\$160,001-165,000	\$856	\$360			

For Each Additional \$5,000 or fraction thereof above \$300,000	Base Rate (Owners)		Lender's Concurrent Rate	
Up to and including \$500,000	Add \$10.55 per \$5,000	\$1,665	Add \$5.25 per \$5,000	\$700
Up to and including \$850,000	Add \$9.90 per \$5,000	\$2,358	Add \$5.25 per \$5,000	\$1,067.50
Up to and including \$1,000,000	Add \$9.50 per \$5,000	\$2,643	Add \$3.55 per \$5,000	\$1,174
Up to and including \$1,500,000	Add \$7.50 per \$5,000	\$3,393	Add \$2.50 per \$5,000	\$1,424
Up to and including \$2,000,000	Add \$7.25 per \$5,000	\$4,118	Add \$2.20 per \$5,000	\$1,644
Up to and including \$2,500,000	Add \$4.00 per \$5,000	\$4,518	Add \$2.20 per \$5,000	\$1,864
Up to and including \$3,000,000	Add \$3.70 per \$5,000	\$4,888	Add \$2.20 per \$5,000	\$2,084
Up to and including \$4,000,000	Add \$3.60 per \$5,000	\$5,608	Add \$2.20 per \$5,000	\$2,524
Over \$4,000,000	Add \$3.70 per \$5,000		Add \$2.20 per \$5,000	

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

Part 4

Major Projects/Planned Projects

This part contains pricing for Owner's/Lessee's interests and loan and binders thereon.

Includes pricing for title services for all property qualifying for Major/Planned Projects.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

401 REO Pool Portfolios

This part may be used for pricing policies, binder and/or guarantees used in connection with REO portfolio property sales where the Company is handling a transaction involving a group of properties, whether or not contiguous or in the same county. Properties must have one common ownership by reason of foreclosure or deeds in lieu of foreclosure, and the owner of the properties is selling all of the properties to a single purchaser.

Qualifying REO Pool Portfolios with a total liability of \$2,000,000.00 or more will be charged at the price per thousand as designated below. The charge will be based upon the combined aggregate premium plus a minimum of \$250 per each parcel of property described in each policy.

If the aggregate in the project will be:	CLTA - Rates Per \$1,000	ALTA - Rates Per \$1,000
\$10,000,000 or less	\$ 0.60	\$ 0.70
In excess of \$10,000,000 up to \$20,000,000	\$ 0.58	\$ 0.65
In excess of \$20,000,000	\$ 0.55	\$ 0.60

402 Planned Projects/Contract Title Insurance – General Rules

1. Unless otherwise indicated, Commercial Short Term Rate may be applicable.
2. This part may be used for pricing major commercial, industrial or apartment developments which involve issuance of two or more owners, lessees and/or lenders policies of title insurance, and/or binders, issued either together or at different times on fee or lesser interest, or issued with respect to vacant land, agricultural, commercial industrial or apartment developments.
3. The minimum aggregate liability on all such policies and/or binders priced hereunder shall be at least \$2,000,000. The liability under each policy issued shall be included in calculating the required minimum aggregate liability.
4. "CLTA" as used in this Part shall mean standard coverage form policies. "ALTA" as used in this Part shall refer to extended coverage form policies.
5. Requests for a service or coverage not specifically provided for herein shall be submitted to Management for a determination of affording such service or coverage and the charges therefore.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

6. In computing liabilities to arrive at the various rate steps provided for herein, it is permissible to include transactions insured by another title insurer.
7. The Company reserves the right to limit the time period in which the following pricing shall be effective for any such project. The Company must establish said time period prior to issuance of the first policy hereunder.
8. It is the intent of this section to permit aggregating the total liabilities of all policies issued, or to be issued, or to be issued, to or on behalf of any customer whose project qualifies for pricing hereunder.
9. Except for REO Pool Portfolios, the minimum charge for policies and/or binders shall be \$800.00 unless otherwise noted.

A. Owner's and/or Lessee's Policy (Original amount or increased liability).

Aggregated Liability	Rate/\$1000.00	
	CLTA	ALTA
Up to \$10,000,000	0.60	0.70
\$10,000,001 to \$20,000,000	0.58	0.65
Over \$20,000,000	0.55	0.60

B. Concurrent loan policy as hereunder specified plus \$50.00 for each policy

It is permissible to use this section if a loan policy is required in connection with the property acquisition policy, regardless of which section of this pricing manual said policy was priced. Provided: The property, upon acquisition, meets the requirements of this section as stated above.

CLTA LENDERS POLICY ISSUED CONCURRENTLY

- 1 With CLTA or ALTA Owner's or Lessee's Policy
 - a. For all lenders policy liability up to the amount of the owner's or lessee's policy.

No additional charge.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

- b. For all lenders policy liability in excess of the amount of the owner's or lessee's policy

Aggregated Liability	Rate/\$1000.00
Up to \$10,000,000	0.60
\$10,000,001 to \$20,000,000	0.58
Over \$20,000,000	0.55

- 2 ALTA Lender's Policy issued concurrently with CLTA owner's or lessee's policy.

- a. For all lenders policy liability up to the amount of the owner's or lessee's policy

Aggregated Liability	Rate/\$1000.00 ALTA Surcharge
All liability	\$0.20

- b. For all lenders policy liability in excess of the amount of the owner's or lessee's policy.

Aggregate Liability	<u>RATE/\$1000</u> ALTA
Up to \$10,000,000	0.70
\$10,000,001 to \$20,000,000	0.65
Over \$20,000,000	0.60

- 3 ALTA Lender's Policy issued concurrently with ALTA owner's or lessee's policy.

- a. For all lenders policy liability up to the amount of the owner's or lessee's policy.

No additional charge.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

Part 6

Guarantees and Miscellaneous Plant Services

This part contains pricing for guarantees, plant services and miscellaneous services.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

Part 6 Guarantees

General Rules

1. The charges in this Part are applicable to Guarantees with stipulated liabilities covering a particular estate, interest or service. Where multiple guarantees are issued, refer to General Rules, Section L.
2. The Commercial short Term Rate is not applicable to Guarantees.
3. All of the guarantees/Plant Services number 601-624, inclusive, will have a stated liability of \$1,000, unless otherwise stated in the appropriate section.
4. If insurance is desired in excess of the stated liability as set forth herein, the charge for such increased liability shall be 15% of the insurance Rate Table C, (unless stated otherwise in any section) for the amount of insurance desired with no credit given for any "work charge" set forth in any numbered paragraph.

601 LITIGATION GUARANTEES - CLTA GUARANTEE FORM NO. 1

100% of Insurance Rate Table R, or C, based upon the value of the particular estate or interest involved. Minimum \$500.00

NOTE: If issued for the Judicial Foreclosure of a deed of trust for which a TSG has been or will be concurrently issued the charge is \$75.00.

601A LITIGATION GUARANTEES - CONTINUATION GUARANTEE

Each continuation guarantee issued within a period of twenty-four (24) months of the original guarantee to cover the filing of a lis pendens: \$100.00.

NOTE: The provisions and charges under Section 504 and 504A are not applicable to Trustee's Sale or foreclosure Guarantees covering deeds of trust or mortgages.

602 PROCEEDING GUARANTEES (CERTIFICATE OF REGULARITY)

Priced under Section 621.

603 CHAIN OF TITLE GUARANTEE - CLTA GUARANTEE FORM NO. 6

A guaranteed chain of title is issued only for specific purposes and limited period of time.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

1. Except under the limited conditions as provided for in 2 below, the charge shall be:

\$250.00 Basic Charge for each chain of title plus minimum \$10.00 for each item reported.

NOTE: If issued in conjunction with a preliminary title report, charge only for each item reported in addition to the charge for the title report.

2. A limited service for the benefit of a lender only, provided such is related to the issuance of a policy of title insurance based upon a full examination of title, the charge shall be:

A. No additional charge where the chain of title is to cover the period of time not to exceed six (6) months prior to the date the loan is recorded.

B. For chain of title covering the period of time not to exceed forty-five (45) days subsequent to the date of the issuance of the lenders insurance; \$100.00.

604 JUDGMENT LIEN GUARANTEE - CLTA GUARANTEE FORM NO. 10

Per name (husband and wife considered one name):

\$250.00 minimum, plus \$10.00 for each lien reported over two.

605 MECHANIC'S LIEN GUARANTEE - CLTA GUARANTEE FORM NO. 9

1. \$250.00 minimum, plus \$10.00 for each lien reported over two.

2. Insurance in excess of minimums:

20% of Insurance Rate Table R or C, as applicable for Owner's Insurance

10% of Insurance Rate Table R or C, as applicable for Lender's Insurance.

606 BANKRUPTCY GUARANTEE

Priced under Section 621.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

607 RESTRICTION GUARANTEE

1. Minimum \$125.00 per parcel lists the record owners and the holders of any deeds of trust and mortgages for the purpose of creating, modifying or eliminating conditions, restrictions or reservations.
2. Minimum \$75.00 per parcel lists the names of the record owners only, for the same purposes as stated in 1, on general plan restrictions.
3. Minimum \$125.00 per parcel for matters other than purposes as stated in 1 above.

608 DELETED – RESERVED FOR FUTURE USE

609 CROP AND PERSONAL PROPERTY ENCUMBRANCE GUARANTEE

Priced under Section 621.

610 DELETED – RESERVED FOR FUTURE USE

611 LOT BOOK GUARANTEE/LONG FORM - CLTA GUARANTEE FORM NO. 12

Per parcel, showing the apparent record owner, any deeds of trust or mortgage affecting the property, if requested;

\$250.00 minimum.

plus an additional charge of \$10.00 per document for each document to include any of the following:

AGREEMENT NOT TO ENCUMBER
AGREEMENT TO CONVEY
ATTACHMENTS
ASSIGNMENT OF RENTS
FINANCING STATEMENT
HOMESTEAD
NOTICE OF COMPLETION
TAX DEED

The above charges may apply on each issue. No credit for said charges may be allowed toward a report or policy.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

612 LOT BOOK GUARANTEE/SHORT FORM - RECORD OWNER - CLTA GUARANTEE FORM NO. 12.

Per parcel showing the apparent record owner, the record description, D.T.T., I.R.S., and the recording reference only:

\$150.00 minimum.

The above charges apply on each issue. No credit for said charges may be allowed toward a report or policy.

613 SUBDIVISION OR CONDOMINIUM GUARANTEE - CLTA GUARANTEE FORM NO. 14.

Guarantees for map filing are issued for the following charges:

1. Subdivision Guarantee

\$200.00 minimum, plus \$20.00 minimum additional charge for each ownership, easement, rights of way or interest searched or reported. The standard insurance amount is \$1,000. Insurance in excess thereof is available on an increased liability basis (See Guarantees, General Rule

2. Condominium Guarantee

\$200.00 base charge, plus \$20.00 minimum additional charge for each ownership, easement, right of way or interest searched or reported. The standard insurance amount is \$1,000. Insurance in excess thereof is available on an increased liability basis. (See Guarantees, General Rule 4).

614 PLANT SERVICE INFORMATION GUARANTEE - CLTA GUARANTEE FORM NO. 17.

Priced under Section 621.

615 DELETED – RESERVED FOR FUTURE USE

616 DELETED – RESERVED FOR FUTURE USE

617 PARCEL MAP GUARANTEES

1. Parcel Map Guarantee, CLTA Form 24 (Preliminary)

Minimum \$300.00 plus \$50.00 for each additional parcel or chain over one.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

2. Parcel Map Guarantee, CLTA Form 23 (Final)

If Form 24 issued:

\$100.00

If Form 24 not issued:

\$300.00 plus \$50.00 for each additional parcel or chain over one

618 BOUNDARY LINE AGREEMENT GUARANTEE

A special form of guarantee issued only to the State of California in conjunction with the establishment of boundary line agreements with the State Lands commission.

The charge is as follows, based upon a per parcel and per ownership basis:

1. When the Guarantee is issued in conjunction with a pending transaction calling for the issuance of a policy of title insurance on the upland property adjoining the land described in said guarantee, the charge shall be 50% of Insurance Rate Table R or C, as applicable, based upon the amount of insurance requested by the State of California. Minimum \$700.00.
2. When the guarantee is issued where there is no pending transaction calling for the issuance of a policy of title insurance on the upland property adjoining the land described in said Guarantee, the charge, in lieu of the charge stated in (1) above, shall be \$4.00 per \$1,000 based upon the amount of insurance required by the State of California. Minimum \$700.00.

The above charges are standard fees and additional charges may be made where an unusual amount of engineering or title work is required to produce the guarantee.

Prior approval to underwrite and/or quote charges is required from the Regional Counsel or his/her designate.

618A BOUNDARY LINE AGREEMENT - CONTINUOUS GUARANTEE

An additional \$50.00 charge if issued within 24 months from the date of the original Guarantee.

If requested after 24 months from the date of the original Guarantee, priced as in Section 617.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

619 DELETED – RESERVED FOR FUTURE USE

620 RECORDERS INDEX GUARANTEE - CLTA GUARANTEE FORM NO. 21

A listing of all documents found in the grantor/grantee indices or as required by the customer. The charge is an hourly rate. Minimum \$100.00.

621 RECORDED DOCUMENT GUARANTEE - CLTA GUARANTEE FORM NO. 27

A guaranty to assist prospective lenders and owners in satisfying their CERCLA due diligence requirements

\$500 Basic Charge plus minimum \$10.00 for each item reported.

No increase in liability is available.

622 MORTGAGE MODIFICATION GUARANTEE

Assures that the validity, priority and enforceability of a recorded mortgage has not been diminished or lost by reason of a modification or amendment.

\$125.00 Flat Fee. Maximum liability is fee paid

623 MISCELLANEOUS GUARANTEES

Priced using a minimum work charge of \$100.00 per hour or fraction thereof, for search and examining time plus a minimum work charge of \$20.00 per hour or fraction thereof, for typing time. Minimum \$300.00.

624 CONDITION OF TITLE REPORT GUARANTEE-CLTA GUARANTEE FORM NO. 28

Charge: \$500.00 for liability of \$5,000.00. No increase in liability is available.

Credit for subsequent Policy or Binder: See General Rules. Credit for preliminary title reports and/or commitments on subsequent policies.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

Part 9

**Policy Of Insurance of Record Title (PIRT) and
ALTA Residential Limited Coverage Junior Loan Policy**

This part contains pricing for PIRT, PIRT services, the ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY and Endorsements pertaining thereto.

Commercial Short Term Rate shall not apply.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

Part 9

Policy of Insurance of Record Title and ALTA Residential Limited Coverage Junior Loan Policy

901 POLICY OF INSURANCE OF RECORD TITLE (PIRT)

1. Original Liability

A. Up to \$200,000; Charge \$100.00; \$200,001 to \$250,000; Charge \$125.00; 250,001 to 360,000; charge \$200.

B. Alternative charges:

(1) Original Liability \$200,000; \$150.00, payable on recordation of loan documentation, if a lender requests 100 policies or more per month and certifies, on a 3 month basis, that the ratio of loans it has closed to policies requested is 80% or more (loans closed, divided by policies requested) in the preceding 3 months.

(2) Original Liability \$250,000; \$185.00, payable on recordation of loan documentation, if a lender requests 100 policies or more per month and certifies, on a 3-month basis, that the ratio of loans it has closed to policies requested is 50% or more (loans closed divided by policies requested) in the preceding 3 months

2. Continuations

A. Continuation Endorsement SE-62; \$100.00, except as follows:

(1) No charge for first Continuation Endorsement if issued within 6 months of the last of the following:

(a) policy date, or

(b) date of issuance of first Update

(reissued Schedule A).

(2) The charge shall not exceed \$30.00 if the Continuation Endorsement is issued within 3 months of the date of issuance of a Revolving Credit, Variable Rate Extension Endorsement SE-64.

B. Update (reissued Schedule A No. 12172); \$100.00, except as follows:

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

- (1) The charge shall not exceed \$30.00 for the first Update if issued within 6 months of the original policy date or date of the first Continuation Endorsement whichever is the last to occur.
- (2) The charge shall not exceed \$30.00 if the Update is issued within 3 months of the date of issuance of a Revolving Credit, Variable Rate Extension Endorsement SE-64.

3. P.I.R.T. 65

- A. \$65.00 – Lists record owners and the holders of any deeds of trust or mortgages.
- B. Maximum Liability of \$65,000.
- C. Continuation Endorsement – First continuation endorsement is included in the above charge. Additional continuation endorsements may be issued for a charge of \$25.00.
- D. Revolving Credit, Variable Rate Endorsement – if issued concurrently, no charge.
- E. Schedule A updates are not available.
- F. Revolving Credit, Variable Rate Extension Endorsement is not available.

902 ENDORSEMENTS

1. Revolving Credit Endorsement, Variable Rate Endorsement SE-63: used with one to four family residence;
No charge.
2. Revolving Credit, Variable Rate Extension Endorsement SE-64;
No Charge.

903 LIMITED ESCROW SERVICE

The charge for limited in connection with the issuance of a PIRT is \$125.00.

NOTE: Limited Escrow Service is available in the following Counties:
Alameda, Contra Costa, Fresno, Imperial, Inyo, Kings, Los Angeles, Madera, Merced, Mono, Monterey, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Solano, Stanislaus, Tulare and Ventura.

EXHIBIT B

CHICAGO TITLE INSURANCE COMPANY

904 RESERVED FOR FUTURE USE

905 ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY

<u>Policy Amount</u>	<u>Premium</u>
\$0 to 50,000.....	\$135.00
\$50,001 to 100,000.....	\$165.00
\$100,001 to 150,000.....	\$185.00
\$150,001 to 250,000.....	\$250.00

ENDORSEMENTS

ALTA Endorsement Form JR1 \$40.00

Supplemental Coverage (Post Policy Update) Insures against loss from deeds or monetary liens which are recorded in the public records subsequent to the effective date of the policy and prior to the effective date of the endorsement unless they are excepted. The Endorsement also provides the recording information for the Insured's deed of trust.

ALTA Endorsement Form JR2 \$40.00

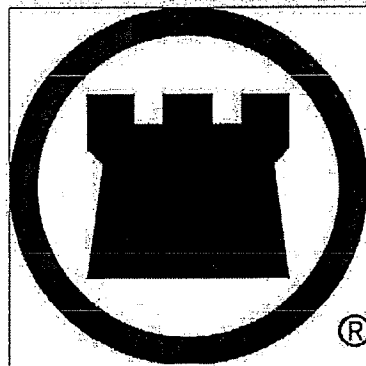
Revolving Credit/Variable Rate

EXHIBIT B

Chicago Title Company
Escrow Rate Fee Schedule

CHICAGO TITLE COMPANY

ESCROW FEES AND CHARGES FOR THE STATE OF CALIFORNIA



EFFECTIVE: April 16, 2018
(Unless Otherwise Specified Herein)

EXHIBIT B

Chicago Title Company

Part I **Escrow Rates – General Rules**

This Section provides definitions and general escrow pricing practices and should be read in conjunction with the applicable specific escrow rates. Many of the matters covered under these General Rules are not restated in the escrow rate listings.

The rules and procedures contained herein are in no manner, either expressed or implied, to be construed as establishing or changing the rules and procedures pertaining to the escrow practices followed by the Company, but are shown in order to properly apply the applicable Escrow Rate Table(s). The rates shown are for the processing of the various types of escrows as required by Article 5.5 commencing with Section 12401 of the Insurance Code and Section 2556.1 of the Administrative Code of the State of California and do not include any additional service(s) unless otherwise noted or provided for in this schedule of fees and charges.

All offices of Chicago Title Company hereinafter referred to as the **Company** use this manual, including the escrow rate tables contained herein for various escrow services.

The fees and charges provided for in this schedule are for: 1) escrow services and 2) miscellaneous services whether or not deemed to be services under 1) herein. Some of the fees and charges listed in this schedule may not require filing pursuant to Article 5.5, but are included for informational purposes.

A. Minimum Charges/Additional Charges for Unusual Risks or Services

The charges set forth herein are minimum charges for ordinary services. Additional charges will be made when unusual or special services are requested.

Additional charges may be made for escrow services in jurisdictions outside the State of California, among other things.

Additional fees and charges for unusual risks or services, not specifically scheduled, but authorized under Section 12401.8 of California Insurance Code must be reasonably commensurate with the risk assumed or the costs of the services performed. Also, the party or entity obligated to pay all or any portion of the excess charges must consent to those charges in writing prior to closing in accordance with current California Insurance Regulations and in compliance with statutory reporting requirements.

EXHIBIT B

Chicago Title Company

B. Cancellation Charge

The charge where an escrow has been opened and is cancelled will be the amount which, in the opinion of the Company, is proper compensation for the services rendered, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the escrow cannot be cancelled without charge pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be the minimum rate as shown on the applicable rate table.

C. Employee Rate

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten title companies, subsidiary title companies or affiliated companies for escrow services in connection with the financing, refinancing, sale or purchase of the employee's bona fide personal residence. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

D. Residential Sale Escrow Services

Unless otherwise indicated in connection with a particular rate, "Residential Sale Escrow Services" shall include the following services:

- 1) Ordering demands and making payoffs on previous secured loans, judgments or similar obligations by either check or wire transfer;
- 2) Other necessary disbursements;
- 3) Document Preparation (including but not limited to the completion of grant deeds, quitclaim deeds, interspousal transfer deeds, reconveyances, powers of attorney, assignments of interest, and any other documents or instruments drawn by the Company that may be generally described to customers as a document preparation fee and/or specifically described to customers with the description of the document or instrument the Company prepared);
- 4) Subordination processing service;
- 5) Standard overnight delivery services within the continental United States;
- 6) Company courier services for which an individual package charge is not assessed; and
- 7) Company-performed in office document signing of transaction documents required for the residential sale escrow transaction.

EXHIBIT B

Chicago Title Company

Unless specifically indicated, Residential Sale Escrow Services do NOT include:

- 1) New Loan Services;
- 2) Notary fees;
- 3) Third-party or out of office signing services;
- 4) Special purpose messengers/couriers (for which an individual charge is assessed), ordered at the instruction of a party or their representative;
- 5) Overnight delivery fees outside of the continental United States;
- 6) Lender payoff/demand fees; and
- 7) Recording fees (including fees for third-party electronic recording services), transfer tax or other governmental fees or charges.

Unless scheduled elsewhere in this manual, all other sale escrow transactions shall be priced under Commercial Escrow Services.

E. Residential Loan Escrow Services (including refinance)

Unless otherwise indicated in connection with a particular rate, "Residential Loan Escrow Services (including residential refinance loan escrow services)" shall include the following services:

- 1) Ordering demands and making payoffs on previous loans by either check or wire transfer;
- 2) Other necessary disbursements;
- 3) Document Preparation (including but not limited to the completion of grant deeds, quitclaim deeds, interspousal transfer deeds, reconveyances, powers of attorney, assignments of interest, and any other documents or instruments drawn by the Company that may be generally described to customers as a document preparation fee and/or specifically described to customers with the description of the document or instrument the Company prepared);
- 4) Subordination processing service;
- 5) Standard overnight delivery services within the continental United States;
- 6) Company courier services for which an individual package charge is not assessed;
- 7) Delivery for recordation of documents required for the transaction, excluding charges for third party electronic recording services;

EXHIBIT B

Chicago Title Company

- 8) Company-performed in office document signing of all documents required for the Residential Loan Escrow Services transaction;
- 9) Sending copy of completed loan package back to lender;
- 10) Electronic receipt and printing of loan documents; and
- 11) Fax transmission, electronic imaging or electronic delivery of loan package.

Unless specifically indicated, Residential Loan Escrow Services do NOT include:

- 1) Notary fees;
- 2) Third-party or out-of-office signing services;
- 3) Special purpose messengers/couriers (for which an individual charge is assessed) ordered at the instruction of a party or their representative.
- 4) Overnight delivery fees outside of the continental United States;
- 5) Lender payoff/demand fees;
- 6) Recording fees (including fees for third-party electronic recording services), transfer tax or other governmental fees or charges.

Unless scheduled elsewhere in this manual, all other loan escrow transactions (including residential construction loan transactions) shall be priced under Commercial Escrow Services.

F. New Loan Services

Unless otherwise indicated in connection with a particular rate, "New Loan Services" in connection with a sale transaction for a concurrent loan (tie-in) shall include the following services:

- 1) Causing the preparation of final settlement statement, HUD-1 Closing Statement or Closing Disclosure (as applicable);
- 2) Company performed in-house signing of documents required for the New Loan Services transaction;
- 3) Ordering hazard insurance;
- 4) Providing copies of escrow file documents to lender;
- 5) Sending a copy of completed loan package back to lender;

EXHIBIT B

Chicago Title Company

- 6) Electronic receipt and printing of loan documents;
- 7) Fax transmission, electronic imaging or electronic delivery of loan package;
- 8) Audit and review of loan documents.

Unless specifically indicated, New Loan Services do NOT include:

- 1) Notary fees;
- 2) Third-party or out-of-office signing services;
- 3) Special purpose messengers/couriers (for which an individual charge is assessed) ordered at the instruction of a party or their representative;
- 4) Overnight delivery fees outside of the continental United States;
- 5) Lender payoff/demand fees;
- 6) Recording fees (including fees for third-party electronic recording services), transfer tax or other governmental fees or charges.

G. Subdivision Sale Escrow Services

Unless otherwise indicated in connection with a particular rate, "Subdivision Sale Escrow Services" shall include the following services:

- 1) Ordering demands and making payoffs on previous secured loans, judgments or similar obligations by either check or wire transfer;
- 2) Necessary disbursements other than lender required unsecured creditor disbursements;
- 3) Company-performed and/or an in office mobile signing service of sale transaction documents;
- 4) Courier services for which an individual charge is not assessed;
- 5) One electronic document download;
- 6) Up to two overnight delivery services;
- 7) Completion of up to two documents; and
- 8) New Loan Services for one loan.

EXHIBIT B

Chicago Title Company

Subdivision Sale Escrow services do NOT include:

- 1) Third-party or out-of-office mobile signing service;
- 2) Couriers or additional expedited/overnight delivery fees for which an individual charge is assessed;
- 3) Lender payoff/demand fees; and
- 4) Recording fees, transfer tax or other governmental fees or charges.

H. Total Charge Indicated

Unless otherwise noted, the charge indicated is the total charge for the service indicated and is not to be charged on a "per side" basis.

I. Geographic Application of Rates

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

J. Rate Zones

1. Southern California Zones

Zone 1: Orange, Riverside and San Bernardino Counties

Zone 2: Los Angeles County

Zone 3: Ventura County

Zone 10: San Diego County

Zone 12: Imperial County

2. Northern California Zones

Zone 4: Lassen, Plumas, Shasta and Tehama Counties

Zone 5: Fresno, Kern, Kings, Madera and Tulare Counties

Zone 6: San Luis Obispo and Santa Barbara Counties

Zone 7: Alameda, Contra Costa, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma Counties

Zone 8: Monterey County

EXHIBIT B

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Zone 9: Reserved for Future Use

Zone 11: El Dorado, Merced, Placer, Sacramento, San Benito, San Joaquin, Stanislaus and Yolo Counties

K. Rounding Up of Applicable Rates, Fees and Charges

Any rate herein based, in whole or in part, upon increments of sale price or loan amount shall be calculated using the entire charge for last whole increment for which the total sales price or loan amount, or any part thereof, is applicable. For computing rates herein.

- 1) Sales prices and loan amounts shall be rounded to the next whole dollar.
- 2) Where the final computed escrow rate is a fraction of a dollar, the rate will be rounded to the next whole dollar.
- 3) When a rate provides pricing based upon incremental amount of purchase price, loan amount or other factor (i.e. per \$1,000 per \$5,000 per \$10,000, etc.), portions of purchase price, loan amount or other factor less than a full increment shall be priced as a full increment.

L. Adjustment for Governmental Program Limitations (FHA/VA)

No fee or fees, or portion thereof scheduled in this rate manual, which exceeds, individually or in the aggregate the restrictions or limitations of any loan or assistance programs of any federal, state or local government, or any government sponsored entity, shall be charged. Any such adjustment shall only apply to applicable and customary fees charged.

M. Third-Party Fees and Charges

Unless specifically stated otherwise herein, third-party fees and charges will be separately charged at the rate of the third-party.

Services provided by the Company in this Manual shall not include third party courier, messenger, or delivery services unless the Manual specifically states that "courier services", "overnight deliveries", or "delivery" services are included.

No other terminology in this Manual includes, or is intended to include, third party courier, messenger, or delivery services. Third party fees and charges will be separately charged at the rate of the third party.

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N. Overnight Deliveries

Overnight delivery services included in the rate in some sections of this manual are limited to overnight deliveries within the continental United States. Alaska, Hawaii, Puerto Rico and all other international deliveries will be separately charged at the rate of the third party.

O. Definition of Residential and Non-Residential Properties

1. RESIDENTIAL PROPERTIES: 1-4 unit residential properties including individual vacant lots which will be used for 1-4 residential purposes.
2. NON-RESIDENTIAL PROPERTIES: Any property not described in 1 above.

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PART II

**Escrow Services for Residential Property 1-4 Family Unit
Residential Properties Including Individual Vacant Lots which
will be used for 1-4 Residential Purposes**

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Chapter 1 Residential Escrow Fees and Charges Applicable to All Zones

1.0 Intentionally Deleted and Reserved for Future Use

1.1 CalPERS and CalSTRS Refinance Escrow Services

For escrow involving the refinancing of an existing deed of trust on a one-to-four family residence wherein the borrower has been identified as a CalPERS (California Public Employees' Retirement System) and/or CalSTRS (California State Teachers' Retirement System) borrower, the charge shall be \$250.

1.2 Limited Escrow Service (Sub-Escrow)

Limited escrow services are performed by the Company only in support of a primary escrow agent in connection with the issuance of a policy of title insurance and the services are limited to the acceptance of documents and funds (other than monies to be paid for property taxes, bonds or assessments, recording fees, transfer tax, etc., or charges of the Company), to order tax services, to effectively payoff or release a particular encumbrance or charge against the land, or to transfer funds from one party to another based upon instructions limited to such items by the lender, lienholder or upon instructions limited to such items by the lender, lienholder or payor. When such limited escrow service is performed a charge of \$90 for refinance transactions and \$125 for all other transaction types shall be made.

This fee shall not apply when the Company acts as the primary escrow agent in the transaction.

1.3 Funds Held In Escrow

When the Company has funds remain in escrow over 90 days after either close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of \$25 that is to be charged against the funds held by the Company.

1.4 Exchange Escrow Processing

In connection with escrows involving tax deferred exchanges, a fee of \$250 per exchange component within the transaction shall be charged in addition to the applicable escrow fee.

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1.5 Home Equity Loan Escrow Services

This section shall only apply to stand-alone line of credit loan-only transactions, line of credit loans associated with multiple loan-only transactions or resale transactions with multiple loans will be priced under Section E (Residential Loan Escrow Services (including refinance)) or Section F (New Loan Services), as applicable.

- A. **Limited Home Equity Line of Credit Loan Escrow Services - for Limited Escrow Services** in connection with a home equity loan transaction up to a \$500,000 loan amount the charge shall be \$250. Services included: title curative service, subordination service, quality control review and imaging of loan documents.
- B. **Basic Home Equity Line of Credit Loan Escrow Services - for Basic Home Equity Loan Escrow Services**, the charge shall be \$475 for loan transaction amounts up to \$500,000. For the purposes of this section only, "Basic Home Equity Loan Escrow Services" shall include the services in the paragraph above and electronic receipt and printing of loan documents, receipt of funds from lender and all disbursements, including but not limited to ordering demands and making payoffs on previous loans and disbursement of the balance of proceeds.

Any loan amounts under A or B above, exceeding \$500,000 shall be priced under the applicable Residential Loan Escrow Services (including refinance).

1.6 Residential Loan Escrow Services (including refinance)

- A. Except for Residential Loan Escrow Services priced under other sections of this manual, the rate shall be based on the single loan amount as follows:

1. Rates applicable to:

- a) Zone 1, Orange, Riverside and San Bernardino Counties
- b) Zone 2, Los Angeles County
- c) Zone 3, Ventura County
- d) Zone 10, San Diego County
- e) Zone 12, Imperial County

Loan Amounts up to:	Rate
\$250,000	\$525
\$500,000	\$575
\$750,000	\$675
\$1,000,000	\$775
\$2,000,000	\$975
\$3,000,000	\$1,225
Over \$3,000,000	Minimum \$1,225. See Section 1.8 for possible additional charges.

EXHIBIT B

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2. Rates applicable to:

- a) Zone 4, Lassen, Plumas, Shasta and Tehama Counties
- b) Zone 5, Fresno, Kern, Kings, Madera and Tulare Counties
- c) Zone 6, San Luis Obispo and Santa Barbara Counties
- d) Zone 7, Alameda, Contra Costa, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma Counties
- e) Zone 8, Monterey County
- f) Zone 11, El Dorado, Merced, Placer, Sacramento, San Benito, San Joaquin, Stanislaus and Yolo Counties

Loan Amounts up to:	Rate
\$0 to \$750,000	\$475
\$750,001 to \$1,200,000	\$575
\$1,200,001 to \$2,000,000	\$675
Over \$2,000,000	Minimum \$775. See Section 1.8 for possible additional charges.

B. Multiple Loans:

For transactions involving more than one loan, an additional fee of \$150 for the first concurrent loan and an extra \$100 for each additional loan thereafter. This charge will not apply to any document signing charges or notary fees associated with any concurrent loan. Those charges will be extra and separate consistent with current practice.

1.7 Miscellaneous Services

The services below will be charged only when the same service(s) is NOT expressly included in the description of the escrow services described elsewhere in the General Rules and this chapter.

Company-performed out of office Document Signing (including all applicable Notary fees)	\$150/file
Set-up of Interest Bearing Account with outside Financial Institution	\$50/account

1.8 Additional Charges

If additional charges are to be made, they will be based on the costs incurred and additional responsibilities assumed by the Company, and must be agreed to by the customer in writing. In writing includes customer's approval of settlement statement.

EXHIBIT B

Chicago Title Company

Chapter 2 Residential Sale Escrow Services

2.0 Residential Sale Escrow Services

For Transactions involving the sale of Residential Property, the following rates shall apply:

Southern California Counties

2.1 Zone 1 (Orange, Riverside and San Bernardino Counties):

A. Orange County, only

Sale Price	Escrow Rate
\$ 0 to \$1,000,000	\$600 base plus \$4 per thousand (minimum \$800)
Over \$1,000,000	Minimum \$4,600. See Section 2.12 for possible additional charges.

B. Riverside and San Bernardino Counties, only

Sale Price	Escrow Rate
\$ 0 to \$1,000,000	\$600 base plus \$4 per thousand (minimum \$800)
Over \$1,000,000	Minimum \$4,600. See Section 2.12 for possible additional charges.

2.2 Zone 2 (Los Angeles County):

Sale Price	Escrow Rate
\$ 0 to \$1,000,000	\$600 base plus \$4 per thousand (minimum \$800)
Over \$1,000,000	Minimum \$4,600. See Section 2.12 for possible additional charges.

2.3 Zone 3 (Ventura County):

Sale Price	Escrow Rate
\$ 0 to \$1,000,000	\$600 base plus \$4 per thousand (minimum \$800)
\$1,000,001 to \$1,500,000	\$4,600 plus \$2 per thousand over \$1,000,000
Over \$1,500,000	Minimum \$5,600. See Section 2.12 for possible additional charges.

EXHIBIT B

Chicago Title Company

Chapter 4 Miscellaneous Services

4.0 Miscellaneous Services

The services below will be charged only when the same service(s) is NOT expressly included in the description of the escrow services described in the chapters that follow.

Company-performed out of office Document Signing (including all applicable Notary fees)	\$150/file
Electronic Receipt and printing of loan documents (execution set and one copy; additional copies \$25/set)	\$75/loan
Subordination Processing Service w/o document preparation	\$50/item
Subordination Service w/document preparation	\$150/item
Lender required unsecured creditor disbursements	\$10 per each specific disbursement
Fax Transmission or Electronic Imaging and Electronic Delivery of Loan Package	\$25/loan package
Document Preparation (including but not limited to the completion of grant deeds, quitclaim deeds, interspousal transfer deeds, reconveyances, powers of attorney, assignments of interest, and any other documents or instruments drawn by the Company that may be generally described to customers as a document preparation fee and/or specifically described to customers with the description of the document or instrument the Company prepared).	\$50/document
Ordering demands and making payoffs by either check or wire transfer	\$50/loan
Set-up of Interest Bearing Account with outside Financial Institution	\$50/account

EXHIBIT B

Chicago Title Company

6.2 PIRT Related Escrow Services (CHICAGO TITLE COMPANY SAN BERNARDINO COUNTY, ONLY)

The following services are applicable only in conjunction with transactions insured by a PIRT and not intended for transactions involving other products, or non-insured escrow only transactions.

A. PIRT Limited Escrow \$125

The charge includes ordering up to two (2) demands and making payoffs on up to 2 (two) previous secured loans, and issuance of up to 5 (five) checks.

- 1) Additional Checks \$10 each
- 2) Additional Payoffs \$25 each
- 3) Document Preparation \$50 each
- 4) Trustee fee \$45 (only if recon is prepared)
- 5) Fed Ex at actual cost
- 6) Courier at actual cost
- 7) Recording fees at actual cost
- 8) Signing service at actual cost

B. PIRT Full Escrow \$250

- 1) The charge includes all services included in the above Limited Escrow fee. The full escrow charge will also include the following services:
 - a) Preparation of Escrow Instructions;
 - b) Causing the preparation of final settlement statement, HUD-1 closing statement or Closing Disclosure (as applicable);
 - c) Ordering change of loss payee on homeowners insurance
 - d) Furnishing of funding conditions
 - e) Arranging the signing of the documents
 - f) Completion of funding package to submit to the lender.

EXHIBIT B

Chicago Title Company

PART III COMMERCIAL ESCROW SERVICES

This part contains pricing for Owner's/Lessee's interests and loans for any property other than a single family 1-4 residence not otherwise addressed in other parts of this manual.

EXHIBIT B

Chicago Title Company

Chapter 7 Commercial Escrow Fees and Charges for any Property other than a Single Family 1-4 Residence not otherwise addressed in other parts of this Manual

7.0 Commercial Sale Escrow Services

Applicable to the following Zones:

- a. Zone 1, Orange, Riverside and San Bernardino Counties
- b. Zone 2, Los Angeles County
- c. Zone 10, San Diego County

Transaction Amount	Fee Charged
Up to \$ 60,000	\$630
\$ 60,001 to \$100,000	\$725
\$100,001 to \$150,000	\$775
\$150,001 to \$200,000	\$825
\$200,001 to \$250,000	\$875
\$250,001 to \$300,000	\$925
\$300,001 to \$350,000	\$975
\$350,001 to \$400,000	\$1,025
\$400,001 to \$450,000	\$1,075
\$450,001 to \$500,000	\$1,125
\$500,001 to \$550,000	\$1,240
\$550,001 to \$600,000	\$1,355
\$600,001 to \$650,000	\$1,470
\$650,001 to \$700,000	\$1,585
\$700,001 to \$750,000	\$1,700
\$750,001 to \$800,000	\$1,815
\$800,001 to \$850,000	\$1,930
\$850,001 to \$900,000	\$2,045
\$900,001 to \$950,000	\$2,160
\$950,001 to \$1,000,000	\$2,275
\$1,000,001 to \$2,000,000	\$2,675
\$2,000,001 to \$3,000,000	\$3,175
\$3,000,001 and up	Minimum \$3,175. If additional charges are to be made, they will be based on the costs incurred and additional responsibilities assumed by the Company, and must be agreed to by the customer in writing. In writing includes customer's approval of settlement statement.

EXHIBIT “C”

City’s Representative:

Mary Frances Torres, Project Manager

(562) 570-6846

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

Cheryl Yanez, Senior Vice President