



ALL-INCLUSIVE COMMERCIAL SCHEDULE OF CHARGES FOR TITLE INSURANCE IN THE STATE OF MICHIGAN

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A. GENERAL PROVISIONS

This all-inclusive schedule of charges shall be applicable to policies covering lands located in any county of the State of Michigan.

The charges established herein apply to title insurance products that are issued insuring commercial risks or unimproved property intended to be used for commercial purposes, or residential property that meets the criteria set forth in Paragraph 7. Master Policies.

The charges are "all-inclusive", in that same include all ordinary charges that relate to the production of the product, including, but not limited to, ordinary charges for the title search for one chain of title or parcel, tax search, title examination, commitment, and policy.

Owner's policies will be issued in the amount requested, except that said amount shall not be less than the fair market value of the subject property.

Loan policies will be issued in the amount requested, except that, as to loan policies insuring "first liens", said amount shall not be less than the lesser of the face amount of the subject mortgage or the fair market value of the subject property.

Leasehold policies will not be issued in an amount that is less than the aggregate of the rentals payable under the subject lease, or the fair market value of the subject property, whichever is less.

Whenever two or more pricing provisions within this Manual may apply, the provision resulting in the <u>lowest</u> charge shall govern and apply.

The Company reserves the right to decline any application for the issuance of any of its title insurance products, or an increase in the amount of insurance relative to any product already issued by the Company.

B. SCHEDULE OF CHARGES FOR POLICIES

1. Original Charge for:

1a) ALTA OWNER'S POLICY

| Up to \$20,000 of liability written | \$500.00 |
|--|-------------|
| Pe | er Thousand |
| Over \$20,000 and up to \$100,000, add | \$5.00 |
| Over \$100,000 and up to \$200,000, add | \$3.75 |
| Over \$200,000 and up to \$300,000, add | \$3.25 |
| Over \$300,000 and up to \$999,999, add\$2.75 / maximum of | \$2,150 |
| \$1,000,000 of liability written | .\$2,150 |
| Over \$1,000,000 and up to \$10,000,000, add | \$1.00 |
| Over \$10,000,000 and up to \$40,000,000, add | \$0.95 |
| Over \$40,000,000, add | \$0.90 |
| | |
| 1b) ALTA LOAN POLICY | |
| Up to \$20,000 of liability written | \$500.00 |
| Pe | er Thousand |
| Over \$20,000 and up to \$300,000, add | \$2.00 |
| Over \$300,000 and up to \$999,999, add | \$1.50 |
| \$1,000,000 of liability written | \$2,150 |
| Over \$1,000,000 and up to \$10,000,000, add | \$1.00 |
| Over \$10,000,000 and up to \$40,000,000, add | \$0.95 |
| Over \$40,000,000, add | \$0.90 |

2. Reissue Credit

When an existing Owner's policy is delivered to the Company prior to closing the transaction, a 15% credit to the Original Charge will be given for the full amount of the new policy, subject to a minimum rate of \$500.00.

When the discounts described in this section are used in calculating the Rate for an Owner's Policy covering a risk with New or Recent Construction, the reissue discount will apply only to the amount of insurance equal to the existing Owner's Policy. Additional insurance above the existing policy will be charged at the Original Charge.

Credits described in Section B.4 may not be used if the reissue credit is applied.

3. Simultaneous Issue Charge

When an Owner's or Leasehold Owner's policy <u>and</u> one or more Loan or Leasehold Loan policies are issued simultaneously, the Owner's policy will be charged at the Original Charge pursuant to either Section B.1 or B.2.

The Loan Policy will be issued for 25% (up to the face amount of the Owner's Policy) of such applicable charges for Loan policies. If the face amount of the Loan Policy exceeds the face amount of the Owner's Policy, such excess coverage shall be computed at the Original Charge.

This "simultaneous issue charge" applies whether the Company is issuing all, some, or only one of the subject policies.

4. Refinance Loan Policies

When a mortgage is refinanced by the same mortgagor, a 30% credit to the Original Charge will be given for the full amount of the policy insuring the new mortgage.

Credits described in Section B.2, B.3 and B.6 may not be used if the Refinance Credit is applied.

5. Construction Charge

A Loan Policy issued during or in contemplation of construction will be charged at the Original Charge in Section B.1, with an additional charge as follows:

| Up to and including the first | 40% of the |
|------------------------------------|----------------------------------|
| \$10,000,000.00 of liability | applicable charge in Section B.1 |
| | 11 3 |
| The portion of liability in excess | 10% of the |
| of \$10,000,000.00 | applicable charge in Section B.1 |

When the Issuing Agent or Office is requested to issue an Owner's Policy simultaneously with a Loan Policy issued under this section the charge will be \$500.00 up to the face amount of the Loan Policy. Additional Insurance will be charged at the Original Charge reflected in Section B.1.

Credits described in Section B.2 Reissue Credit and B.3 Simultaneous Issue shall not apply to this section.

6. Construction-to-Permanent Loan Policies

When the Company has issued a Loan Policy insuring a mortgage which secures a loan, all or a substantial part of the proceeds of which have been advanced to the borrower for construction of improvements on the land (the construction loan), and the Loan Policy was issued at the construction charge, the charge for the policy insuring a mortgage securing a loan, the proceeds of which are used to discharge the construction loan (end loan) will be 25% of the Original Charge under Section B.1 up to the amount of insurance stated in the policy insuring the construction loan, provided repayment of the construction loan occurs within 12 months after the last insured advance under the construction loan. Additional insurance will be charged according to the Original Charge in Section B.1.

7. Master Policies

A subdivider or developer may secure a master fee policy covering ten or more lots, condominium units or building sites insuring the aggregate market value, or estimated value, of said lots. This policy will be charged at the Original Charge.

Sub-policies covering individual lots, condominium units or building sites will be issued at a sub-policy charge of \$100.00. The right to purchase a sub-policy under the master policy shall be limited to the insured under the master policy or the insured's immediate grantee.

Any increase in insurance required under the master policy shall be the Original Charge per thousand in effect at the time of application for the increase.

8. Policies Insuring Land Contract Interests

When insuring the respective interests of a vendor (seller) and vendee (purchaser) in a land contract, and when both policies have an identical effective date, the charge for the base policy shall be at the applicable policy charge; the charge for the additional policy will be \$250.00. Each policy will contain language limiting the liability to the face amount of either policy rather than the aggregate of both policies.

9. <u>Increase in Insurance Under Existing Policy</u>

Whenever an increase is requested in the amount of insurance stated in a policy issued by the Company, the charge for the increased amount of insurance shall be Stewart Title Guaranty Company – Michigan COMMERCIAL (7/18/23; effective 11/20/23)

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determined by application of the Original Charge stated in Section B.1, beginning with the first tier of charges that is in excess of the original amount of the policy.

10. Work Fee

As stated in the General Provisions above, the charges herein include all ordinary charges that relate to the production of the product, including, but not limited to, ordinary charges for the title search, tax search, title examination, and for the commitment and policy. A "work fee" of \$300.00 per hour may be charged for more than one chain of title, unusual complexity, and/or an unusual amount of preparation time.

11. Michigan Department of Transportation Rate

Following is the schedule of charges that applies to title insurance commitments and policies that relate to property acquired or disposed of by the Michigan Department of Transportation (MDOT), which form of policy, when issued, will be the Owner's Policy. The owner's policy of title insurance will not be issued for less than the full value of the title interest being insured.

| a) | One preliminary commitment for title insurance plus two interim commitments for title insurance to update title, provided that title to all of the property to be insured is vested in the same owner, a the commitment is for a policy in the amount of \$10,000.00 | |
|----|--|--|
| | Additional interim commitment for title insurance to update title | . \$52.50 |
| b) | Owner's Policies of Title Insurance: Up to \$10,000.00 of liability written | \$315.00 |
| | | Per thousand |
| | Over \$10,000.00 and up to \$50,000.00, add Over \$50,000.00 and up to \$100,000.00, add Over \$100,000.00 and up to \$200,000.00, add Over \$200,000.00 and up to \$300,000.00, add Over \$300,000.00 and up to \$1,000,000.00, add Over \$1,000,000.00 and up to \$4,000,000.00, add Over \$4,000,000.00 and up to \$5,000,000.00, add Over \$5,000,000.00, add | . \$4.20 \$3.67 \$3.15 \$2.62 \$2.10 \$1.57 |

The amount charged under Section B.11 will be credited against the Original Charge to the extent that a credit can be applied when a policy is ordered on property to which the preliminary commitment applies.

12. Michigan Mortgage Foreclosure Guarantee and Commitment

a) Amount of Insurance

A Michigan Mortgage Foreclosure Guarantee & Commitment shall be written in the amount equal to the face amount of the mortgage to be foreclosed, unless one of the following applies:

- i) The face amount of the mortgage to be foreclosed exceeds the fair market value of the property, in which case the Guarantee & Commitment may be written in an amount that is representative of the fair market value of the property.
- ii) The mortgage to be foreclosed covers multiple parcels, in which case the Guarantee & Commitment may be written in an amount as allocated by the Insured.

b) Charge

| Up to \$200,000.00 of liability written | \$350.00 |
|---|--------------|
| | Per Thousand |
| Over \$200,000.00 and up to \$300,000.00, add | \$1.00 |
| Over \$300,000.00 and up to \$400,000.00, add | \$0.80 |
| Over \$400,000.00 and up to \$1,000,000.00, add | \$0.50 |
| Over \$1,000,000.00, add | |

c) Updates

Stewart shall, at the request of the Proposed Insured, provide without additional charge to the Proposed Insured, up to two (2) Guarantee and Commitment endorsements and/or verbal updates, updating the Foreclosure Guarantee and Commitment Date.

If the Proposed Insured requests more than two (2) endorsements and/or verbal updates, Stewart will provide the additional endorsement and verbal updates at a charge of \$50.00 each.

d) Issuing Owner's Policies Pursuant to Foreclosure Guarantee and Commitment

Stewart shall, at the request of the Proposed Insured, issue an Owner's Policy when the requirements shown in Schedule B-1 of the Foreclosure Guarantee and Commitment have been satisfied, provided:

- The Proposed Insured requests the issuance of the policy within 275 days following the expiration of the redemption period under Michigan law.
- ii) The Proposed Insured is the grantee in the deed issued pursuant to the foreclosure sale.

- iii) The Amount of Insurance in the policy is equal to the bid price paid at the foreclosure sale.
- iv) The Named Insured in the policy is the Proposed Insured in the Foreclosure Guarantee and Commitment, its wholly owned affiliated company or the governmental agency or governmental instrumentality that was the insurer or guarantor under an insurance contract or guaranty that insured or guaranteed the indebtedness secured by the mortgage that was foreclosed.
- v) The charge is the Original Charge for Owner's Policies less a credit equal to eighty (80%) of the amount paid under paragraph 12.b for the Foreclosure Guarantee and Commitment. The minimum charge for a policy issued hereunder is the Minimum Original Charge for Owner's Policies.

13. Supervised Transactional Policies

Policies insuring a single or aggregate amount of \$50,000,000.00 or more may be considered to be Supervised Transactions Policies. These policies and their respective endorsements may qualify for additional credits to the Original Charge in amounts not to exceed 60% of the Original Charge in Section B.1, at the discretion of the Company. The amount and availability of any credits will be dependent upon various factors, including, but not limited to, the financial abilities of the parties to the transaction, expenses, reinsurance requirements, assurances and/or documentation that are deemed sufficient to decrease risk exposure and other applicable risk analysis considerations that decrease insurance loss exposure to the Company.

C. ENDORSEMENTS

When issued by the Company, the following endorsements will be charged at the indicated flat charge or at the indicated percentage of the amount of premium being charged for the policy after application of all credits, if any. Endorsements issued in conjunction with Construction Loans under Section B.5 shall be charged at the indicated flat charge or at the indicated percentage of the Original Charge reflected in Section B.1.

| ALTA Series | Description | Charge |
|-------------|--|------------------|
| ALTA 1 | Street Assessments | No Charge |
| ALTA 3 | Zoning | 10% / \$250 min. |
| ALTA 3.1 | Zoning-Completed Structure | 15% / \$500 min. |
| ALTA 3.2 | Zoning-Land Under Development | 15% / \$500 min. |
| ALTA 3.3 | Zoning – Completed Improvement – Non-Conforming Use | 15% / \$500 min. |
| ALTA 3.4 | Zoning – No Zoning Classification | 10% / \$250 min. |
| ALTA 4 | Condominium | No Charge |
| ALTA 4.1 | Condominium | No Charge |
| ALTA 5 | Planned Unit Development | No Charge |
| ALTA 5.1 | Planned Unit Development | No Charge |
| ALTA 6 | Variable Rate Mortgage | No Charge |
| ALTA 6.2 | Variable Rate Mortgage-Negative Amortization | No Charge |
| ALTA 7 | Manufactured Housing Unit | No Charge |
| ALTA 7.1 | Manufactured Housing Unit- Conversion; Loan | No Charge |
| ALTA 7.2 | Manufactured Housing Unit- Conversion; Owner | No Charge |
| ALTA 8.1 | Environmental Protection Lien | No Charge |
| ALTA 8.2 | Commercial Environmental Protection Lien | No Charge |
| ALTA 9 | Restrictions, Encroachments, Minerals | No Charge |
| ALTA 9.1 | Restrictions, Encroachments, Minerals – Unimproved Land | 10% / \$250 min. |

| ALTA Series | Description | Charge |
|-------------|---|--|
| ALTA 9.2 | Restrictions, Encroachments, Minerals – Improved Land | 10% / \$250 min. |
| ALTA 9.3 | Restrictions, Encroachments, Minerals | No Charge |
| ALTA 9.6 | Private Rights - Loan Policy | 10% / \$250 min. |
| ALTA 9.6.1 | Private Rights – Current Assessments – Loan Policy | 10% / \$250 min. |
| ALTA 9.7 | Restrictions, Encroachments, Minerals-Land Under Development-Loan Policy | 10% / \$250 min. |
| ALTA 9.8 | Covenants Conditions and Restrictions-Land Under Development-Owner's Policy | 15% / \$250 min. |
| ALTA 9.9 | Private Rights – Owner's Policy | 15% / \$250 min. |
| ALTA 9.10 | Restrictions, Encroachments, Minerals – Current Violations – Loan Policy | 15% / \$250 min. |
| ALTA 10 | Assignment | \$250 |
| ALTA 10.1 | Assignment & Date Down | 15% of outstanding balance; \$500 min. |
| ALTA 11 | Mortgage Modification | 10% of premium for face amount of existing policy; \$250 min. |
| ALTA 11.1 | Mortgage Modification with Subordination | 10% of premium for face amount of existing policy; \$250 min. |
| ALTA 11.2 | Mortgage Modification with Additional Amount of Insurance | 10% of premium for face amount of existing policy, plus Original Charge for additional insurance; \$250 min. |
| ALTA 12 | Aggregation – Loan Policy | 10% / \$250 min. |
| ALTA 12.1 | Aggregation – State Limits – Loan Policy | 10% / \$250 min. |
| ALTA 13 | Leasehold-Owner's | No Charge |

| ALTA Series | Description | Charge |
|-------------|--|------------------|
| ALTA 13.1 | Leasehold-Loan | No Charge |
| ALTA 14 | Future Advance-Priority (with and without MML) | 10% / \$250 min. |
| ALTA 14.1 | Future Advance-Knowledge (with and without MML) | 10% / \$250 min. |
| ALTA 14.2 | Future Advance-Letter of Credit (with and without MML) | 10% / \$250 min. |
| ALTA 14.3 | Future Advance-Reverse Mortgage (with and without MML) | 10% / \$250 min. |
| ALTA 15 | Nonimputation-Full Equity Transfer | 15% / \$250 min. |
| ALTA 15.1 | Nonimputation-Additional Insured | 15% / \$250 min. |
| ALTA 15.2 | Nonimputation-Partial Equity Transfer | 15% / \$250 min. |
| ALTA 16 | Mezzanine Financing | 15% / \$250 min. |
| ALTA 17 | Access and Entry | 10% / \$250 min. |
| ALTA 17.1 | Indirect Access and Entry | 10% / \$250 min. |
| ALTA 17.2 | Utility Access | 10% / \$250 min. |
| ALTA 18 | Single Tax Parcel | No Charge |
| ALTA 18.1 | Multiple Tax Parcel | No Charge |
| ALTA 18.2 | Multiple Tax Parcel | No Charge |
| ALTA 18.3 | Single Tax Parcel | No Charge |
| ALTA 19 | Contiguity-Multiple Parcels | No Charge |
| ALTA 19.1 | Contiguity-Single Parcel | No Charge |
| ALTA 19.2 | Contiguity – Specified Parcels | No Charge |
| ALTA 20 | First Loss-Multiple Parcel Transactions | 10% / \$250 min. |
| ALTA 22 | Location | No Charge |
| ALTA 22.1 | Location and Map | No Charge |
| ALTA 23 | Co-Insurance | No Charge |
| ALTA 23.1 | Co-Insurance – Multiple Policies | No Charge |
| ALTA 24 | Doing Business | \$250 |

| ALTA Series | Description | Charge |
|-------------|---|------------------|
| ALTA 25 | Same As Survey | \$250 |
| ALTA 25.1 | Same as Portion of Survey | \$250 |
| ALTA 26 | Subdivision | 10% / \$250 min. |
| ALTA 27 | Usury (Michigan Specific Usury I form should be used) | 10% / \$250 min. |
| ALTA 28 | Easement-Damage or Enforced Removal | 10% / \$250 min. |
| ALTA 28.1 | Encroachments – Boundaries and Easements | 10% / \$250 min. |
| ALTA 28.2 | Encroachments – Boundaries and Easements – Described Improvements | 10% / \$250 min. |
| ALTA 28.3 | Encroachments – Boundaries and Easements – Described Improvements and Land Under Development | 15% / \$250 min. |
| ALTA 29 | Interest Rate Swap Endorsement- Direct Obligation | 10% / \$250 min. |
| ALTA 29.1 | Interest Rate Swap Endorsement- Additional Interest | 10% / \$250 min. |
| ALTA 29.2 | Interest Rate Swap Endorsement- Direct Obligation-Defined Amount | 10% / \$250 min. |
| ALTA 29.3 | Interest Rate Swap Endorsement- Additional Interest – Defined Amount | 10% / \$250 min. |
| ALTA 30.1 | Commercial Participation Interest | 10% / \$250 min. |
| ALTA 31 | Severable Improvements | 10% / \$250 min. |
| ALTA 32 | Construction Loan – Loss of Priority | No Charge |
| ALTA 32.1 | Construction Loan – Loss of Priority – Direct Payment | No Charge |
| ALTA 32.2 | Construction Loan – Loss of Priority – Insured's Direct Payment | No Charge |
| ALTA 33 | Disbursement | No Charge |

| ALTA Series | Description | Charge |
|-------------|--|--|
| ALTA 34 | Identified Risk Coverage | 0%-50% determined by Underwriter based upon risk identified and being insured |
| ALTA 34.1 | Identified Exception and Identified Risk | 10%-50% determined by Underwriter based upon risk identified and being insured |
| ALTA 35 | Mineral and Other Subsurface Substances – Building | 10% / \$250 min. |
| ALTA 35.1 | Mineral and Other Subsurface Substances – Improvements | 10% / \$250 min. |
| ALTA 35.2 | Mineral and Other Subsurface Substances – Described Improvements | 10% / \$250 min. |
| ALTA 35.3 | Mineral and Other Subsurface Substances – Land Under Development | 10% / \$250 min. |
| ALTA 36 | Energy Project – Leasehold/Easement – Owner's | \$.35/\$1,000; if any one coverage of the 36 Series is obtained, all others can be included at NC |
| ALTA 36.1 | Energy Project – Leasehold/Easement – Loan | \$.35/\$1,000; if any one coverage of the 36 Series is obtained, all others can be included at NC |
| ALTA 36.2 | Energy Project – Leasehold – Owner's | \$.35/\$1,000; if any one coverage of the 36 Series is obtained, all others can be included at NC |
| ALTA 36.3 | Energy Project – Leasehold – Loan | \$.35/\$1,000; if any one coverage of the 36 Series is obtained, all others can be included at NC |

| ALTA Series | Description | Charge |
|-------------|---|--|
| ALTA 36.4 | Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Owner's | \$.35/\$1,000; if any one coverage of the 36 Series is obtained, all others can be included at NC |
| ALTA 36.5 | Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Loan | \$.35/\$1,000; if any one coverage of the 36 Series is obtained, all others can be included at NC |
| ALTA 36.6 | Energy Project – Encroachments | \$.35/\$1,000; if any one coverage of the 36 Series is obtained, all others can be included at NC |
| ALTA 36.7 | Energy Project – Fee Estate – Owner's Policy | \$.35/\$1,000; if any one coverage of the 36 Series is obtained, all others can be included at NC |
| ALTA 36.8 | Energy Project – Fee Estate – Loan Policy | \$.35/\$1,000; if any one coverage of the 36 Series is obtained, all others can be included at NC |
| ALTA 37 | Assignment of Rents or Leases | \$250 |
| ALTA 38 | Mortgage Tax | No Charge |
| ALTA 39 | Policy Authentication | No Charge |
| ALTA 40 | Tax Credit | \$250 |
| ALTA 40.1 | Tax Credit Defined Amount | \$250 plus Original Charge for additional insurance |
| ALTA 41 | Water – Buildings | 10% / \$250 min. |
| ALTA 41.1 | Water – Improvements | 10% / \$250 min. |
| ALTA 41.2 | Water – Described Improvements | 10% / \$250 min. |
| ALTA 41.3 | Water – Land Under Development | 10% / \$250 min. |
| ALTA 42 | Commercial Lender Group | \$500 |

| ALTA Series | Description | Charge |
|-------------|--|------------------|
| ALTA 43 | Anti-Taint | \$500 |
| ALTA 44 | Insured Mortgage Recording | \$250 |
| ALTA 45 | Pari Passu Mortgage – Loan Policy | 15% / \$250 min. |
| ALTA 46 | Option | 15% / \$250 min. |
| ALTA 47 | Operative Law – 2006 Owner's Policy | No Charge |
| ALTA 47.1 | Operative Law – 2006 Loan Policy | No Charge |
| ALTA 48 | Tribal Waivers and Endorsements | No Charge |

Michigan Specific Endorsements

| Description | Charge |
|---|--|
| Additional Insurance | \$250 |
| Additional Named Insured | \$250 if issued after policy |
| Adverse Interest | No charge |
| Allocation Among Parcels | No charge |
| ALTA US Endorsement – U.S. Policy Date Down, 1963 | No charge |
| Arbitration | No charge |
| CLTA 111.9 – Fannie Mae FNMA Balloon Endorsement | No charge |
| CLTA 104.6 - Assignment of Rents/Leases Endorsement | No charge |
| CLTA 104.7 – Assignment of Rents/Leases Endorsement | No charge |
| Commercial Restrictions | No charge |
| Construction Loan Disbursement | No charge |
| Conversion, Homeowner's Policy | No charge |
| Conversion, Owner's Policy | No charge |
| Convertible Variable Rate Mortgage | No charge |
| Date Down | 15% of premium for face amount of existing policy/\$250 min. |
| Discharge – Partial Release | \$100 |

| Description | Charge |
|--|--|
| Doing Business | \$250 |
| Encroachment | No charge |
| Encroachment, Final Judgment | No charge |
| Extended Construction Loan Disbursement | No charge |
| Extended Owner's Coverage | No charge |
| Fairway, Limited Liability Company | 10% / \$250 min. |
| Fairway, Partnership | 10% / \$250 min. |
| Foundation | 1-10% based on risk/\$250 min. |
| Future Policy | No charge |
| Increase in Amount of Insurance | Original Charge |
| Last Dollar | 10% / \$100 min. |
| Letter of Credit | No charge |
| Restrictions | 0-10% based on risk/\$250 min. |
| Restrictions, Final Judgment | 0-10% based on risk/\$250 min. |
| Rights | 0-10% based on risk/\$250 min. |
| Rights, Final Judgment | 0-10% based on risk/\$250 min. |
| STG Amendment of Covered Risk 10 on 2021 ALTA Loan Policy | No charge |
| STG Deletion of PACA-PSA Exclusion | No charge |
| STG Post Policy Forgery Endorsement on 2021 ALTA Owner's Policy | No charge |
| Unique Coverage (This endorsement issued only upon the approval of authorized counsel; charge dependent upon extent of risk assumed) | 0%-50% - percentage to be determined by Underwriter based upon risk identified and being insured |
| Usury I | 10% / \$250 min. |

Miscellaneous Custom Commercial Endorsements

| | Description | Charge |
|---------------|-------------|-----------------------------------|
| Going Concern | | 30% of Original Charge/\$250 min. |