

Spruce Land Services Southwest LLC

State of Arizona

Escrow Fees and Charges of Spruce Land Services Southwest LLC.

AZDFI License EA-0950306

Effective November 1, 2018

This Schedule of Fees and Charges shall supersede all Scheduled and Charges of Spruce
Land Services Southwest LLC in Arizona

DISCLOSURE:

The rules and procedures contained herein are in no manner, either express or implied, to be construed as establishing or changing the rules and procedures pertaining to the escrow practices followed by the Company. The rates shown are for the processing of the various types of escrows as required by Arizona Revised Statute, Article 4, Sections 20-375 and 20-377, and do not include any additional service(s) unless otherwise noted or provided for in this schedule of fees and charges. Fees are based on the experience and judgment of Spruce Land Services Southwest LLC.

Section 1 – General Definitions

1.01. Definitions

“Escrow” means any transaction wherein any property, money, written instrument or evidence of title or possession to real or personal property or other thing of value is delivered with or without transfer of legal or equitable title, or both and irrespective of whether a debtor/creditor relationship is created to a person not otherwise having any right, title or interest therein in connection with the sale, transfer, encumbrance of lease of real or personal property, to be delivered or redelivered by that person upon the contingent happening or non-happening of a specified event or performance or non-performance of a prescribed act, when it is then to be delivered by such a person to a grantee, grantor, promisee, promisor, obligee, obligor, bailee, bailor, or a designated agent or employee or any of them. (A.R.S 6-801

“Escrow Agent” means any person engaged in the business of accepting escrow. (A.R.S. 6-801

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

1.02. Minimum Fees, Charges, and Special Risks

The fees herein are minimum charges. Additional charges shall be made when unusual conditions are encountered or when special services are provided as deemed necessary by the reason of terms and conditions set forth in the escrow transaction. Said negotiated fee will be documented, agreed upon by all parties and stored as part of the file.

Section 2 - Schedule of Escrow Fees

2.01. Computation of the Basic Escrow Rate – Title & Closing Sale

When handling a sale escrow where we are also performing title services and providing title insurance, which is commonly referred to as a Title & Closing transaction, the bundled escrow fee will be \$495.00 (includes the following services: obtaining payoff(s), title clearance, preparation of ALTA Settlement Statement, sending loan documents to signing agent, review of executed documents, returning completed package to lender, receiving disbursement funds, disbursing all loan funds, wire and overnight fees) to be split , as negotiated, by the buyer/seller on any given sale transaction. Said negotiated fee will be documented, agreed upon by all parties and stored as part of the file.

2.02. Computation of the Basic Escrow Rate – Closing Only Sale

When handling a sale escrow where we are NOT performing title services and NOT providing title insurance with the subject property being insured by a separate title insurance company, which is commonly referred to as a Closing only transaction, the escrow fee will be charged at the rate referenced in 2.01 above, as negotiated, by the buyer/seller on any given sale transaction.

2.03. Computation of the Bundled Escrow Fee – Refinance

When handling a loan escrow, where no sale of real property is involved the escrow fee charged shall be \$495.00 (includes the following services: Obtaining payoff(s), title clearance, preparation of ALTA Settlement Statement, sending loan documents to signing agent, review of executed documents, returning completed package to lender, receiving disbursement funds, disbursing all loan funds, wire and overnight fees)

2.04. Additional Loan Fee

A fee of \$125.00 per loan shall be charged to the borrower in either a refinance or resale escrow wherein the borrower is obtaining financing via loan(s in addition to the primary, 1st lien, financing loan.

2.05. Computation of the Basic Escrow Rate - Escrow Only Refinance (no Title Insurance Issued by any company)

The rate on Escrow Only Sale transactions when Spruce Land Services Southwest LLC. elects to provide escrow services only, without the concurrent issuance of title insurance by any company, the escrow fee will be \$495.00 (includes the following services: sending loan documents to signing agent, sending notary to borrower/client, review of executed documents, returning completed package to lender, receiving disbursement funds, disbursing all loan funds, wire and overnight fees).

2.06. Limited Escrow Rate

Rate for Limited Escrow Service which includes payoff processing/payment, property tax payment(s) and any other lien payoff(s) shall be \$495.00.

Section 3 – Special and/or Miscellaneous Rates/Fees

3.01. Volume Pricing

Spruce Land Services Southwest LLC reserves the right to offer volume pricing to Clients who submit a high volume of orders and where work economies exist either through integration, website ordering and processing,

and/or standardization of shared process. The volume pricing will be set at a flat rate in a written agreement between the Client and Spruce Land Services Southwest LLC. This pricing will be documented between the client and Spruce Land Services Southwest LLC and will be maintained outside of Spruce Land Services Southwest LLC's filed escrow rates.

3.02. Contract/Statement of Work Pricing

Spruce Land Services Southwest LLC reserves the right to enter contractual agreements and/or statement of work agreements with Clients and charge pricing set forth in said documentation. This pricing will be documented between the Client and Spruce Land Services Southwest LLC and will be maintained outside of Spruce Land Services Southwest LLC's filed escrow rates.

3.03. Computation of Distressed Property and/or Default Property Escrow Rates – Sale

In the event of a Distressed Sale transaction and/or REO transaction an additional fee of \$300.00 will be added to the basic escrow rate to be split, as negotiated, by the buyer/seller on a given short sale and/or REO transaction. Said negotiated fee will be documented, agreed upon by all parties and stored as part of the file. The Distressed Property and/or Default Property Escrow Fee will be bundled with the Basic Escrow Rate on the settlement statement or CD and disclosed as one total Escrow Fee payable to Spruce Land Services Southwest LLC.

3.04. Computation of Commercial Escrow Rates – Sale

In the event of a commercial transaction an additional fee of \$500.00 will be added to the basic escrow rate to be split, as negotiated, by the buyer/seller on a given commercial transaction. Said negotiated fee will be documented, agreed upon by all parties and stored as part of the file. The Commercial Escrow Fee does not include any Loan Tie-in fee(s). The Commercial Escrow Fee will be bundled with the Basic Escrow Rate on the settlement statement or CD and disclosed as one total Escrow Fee payable to Spruce Land Services Southwest LLC.

3.05. Additional Service/Work Fees

Spruce Land Services Southwest LLC reserves the right to charge additional fees, in the event additional work is required on any given transaction due additional services requested and/or additional work required by the company to ensure an accurate, compliant and timely closing or may be requested as stand-alone services. The following fees are representative to common additional work fees that may be charged on any given transaction due to the reasons described above:

| | |
|-------------------------|----------|
| Second Location Closing | \$150.00 |
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3.05. Competitor's Charges

Spruce Land Services Southwest LLC reserves the right to match any written escrow rate quote from a competitive title and/ or escrow company. The competitor's escrow rate must be filed and approved with the Arizona Dept. of Financial Institutions. A copy of this written escrow rate quote match will be documented and stored as a part of the archived escrow file.

3.06 Negotiated Rates

Under certain circumstances, the Company reserves the right to negotiate fees. Any such negotiated rate agreement must be approved in writing by the appropriate Chief Operations Officer and signed by the company and the client. A copy of said agreement shall be retained in the files of the company.