

ORCHARD STREET SETTLEMENTS LLC
18 Robbins Street, Toms River, NJ 08753

SCHEDULE OF ESCROW FEES, CHARGES AND
SPECIAL RATES
STATE OF ARIZONA
AND
GENERAL RULES RELATING THERETO

Effective: February 1, 2019

Commercial Escrow: Property that is not considered Residential and real property not categorized as improved with a one-to-four family residential dwelling or a condominium unit.

Escrow: Any transaction in which property is delivered with or without transfer of legal or equitable title, or both, and respective of whether a debtor/creditor relationship is created, to a person not otherwise having any right, title or interest herein in connection with the sale, transfer, encumbrance or lease of real or personal property, to be delivered or redelivered by that person upon the contingent happening or non-happening of a specified event or performance or non-performance of a prescribed act, when it is then to be delivered by such person to a grantee, grantor, promise, promisor, obligee, obligor, bailee, bailor, or any designated agent or employee or any of them. Escrow includes subdivision trusts. (A.R.S. 6-801)

Escrow Agent: Any person engaged in the business of accepting escrows. (A.R.S. 6-801)

Escrow Business: A commercial activity characterized by the regular and continuous carrying on or escrow transactions. (A.R.S. 6-801) **Fair Value:** The sales price or the full consideration paid to a Seller, including any encumbrances being assumed by a Buyer. Wherein no sale is involved, the Fair Value shall be determined based on any available information. In no event shall the Fair Value be less than the sum of the monetary encumbrances to which the title is subject.

Residential Escrow: Improved one-to-four family residential property, or unimproved property that is intended for residential use.

A. FLAT-RATE PURCHASE ESCROW (Residential)

A "FLAT FEE" of \$600 will be charged for any transaction in which Orchard Street Settlements handles the escrow for a purchase transaction on a residential property where there is a corresponding mortgage loan closing in conjunction with the property transfer.

The fee will typically be split evenly between buyer and seller however specific instructions as part of the purchase contract will be followed.

B. FLAT-RATE REFINANCE ESCROW

A "FLAT FEE" of \$250 will be charged for any transaction which qualifies as a Refinance Escrow per the definition described herein.

C. FLAT-RATE CONSTRUCTION ESCROW

A "FLAT FEE" of \$350 will be charged for any construction escrow transaction and shall include the following:

Flat Rate Escrow Fees shall include the following: Title Clearance, One Signing Accommodation, Courier Fees, Overnight Delivery Charges, and Wire Fees

County recorder filing fees for the recordation of any document(s) not included in the above Flat Rate Escrow Fees.

D. ESCROW ONLY RATE

Fees associated with an Escrow Only service will be charged at a rate of \$325 per transaction. This service includes only the receipt and disbursement of funds according to lender instruction.

A discounted escrow only rate on volume above 50 transactions per month is available upon prior agreement by management.

E. NEGOTIATED RATE

Orchard Street Settlements, LLC. reserves the right to negotiate fees. Any agreement must be approved by a Vice President or Executive Officer and that agreement must be kept on file in the corporate office.

F. EMPLOYEE RATE

1. This rate applies only to an employee's primary residence.
2. This rate is available to all full-time current employees (with 90 days or more of services) of Orchard Street Settlements, LLC. and any subsidiaries or affiliates of which either owns a majority interest.
3. This rate shall not be extended to entities owned by the employee or if the employee is/will be in title with others that are not the employee's spouse or children.
4. This rate constitutes a waiver of the escrow fee that would otherwise be charged to the employee by established custom, as a party to the transaction.

G. HOLDBACK ESCROWS

In an escrow transaction where any party to the transaction requests funds to be held back and disbursed at a later date, the charge will be \$75 and will include up to five (5) disbursements. Any disbursements in excess of five (5) will be charged at \$10 per disbursement.

H. DOCUMENT PREPARATION

A document preparation fee of \$75 will be charged for the preparation of any document requested in connection with an open Refinance Escrow or Limited Escrow transaction.

I. SIGNING ACCOMMODATION

1. A fee of \$125 will be charged when signing/mobile notary services are requested. This fee includes the scheduling of the appointment, document printing/delivery, the notary charge and express delivery/courier charges, if any.
2. Applicable pass through fees will be charged when an additional signing accommodation is requested after or simultaneously with the original request under the same transaction.

J. COMPETITOR'S RATES

Orchard Street Settlements, LLC. reserves the right to match any written escrow rate quote from an appropriately licensed Arizona escrow agent and/or title company. Any fee match must be approved by a Manager, Vice President or Executive Officer and included as part of the escrow file.

K. MANUFACTURED UNIT TITLE TRANSFER/AFFIXTURE PROCESSING

A fee of \$550 will be charged on those transactions involving a single manufactured dwelling, trailer or other modular/manufactured structure used for residential or commercial purposes comprised of one or more sections which requires the processing of the Manufacturer's Certificate(s) of Origin, Certificate(s) of Title and/or Affidavit of Affixture. The fee includes any and all fees due to any State Motor Vehicle Department and/or third-party vehicular title processing service, RP decal fees and retirement/recording fees.

The above fee is in addition to the applicable escrow rate charge for the closing transaction. This fee is not applicable when an Affidavit of Affixture has already been completed.

L. CANCELLATION CHARGE

The charge where a residential sale 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 exceed the cost of the full escrow service. Any applicable cancellation charge may be waived.

M. FEES FOR SERVICES NOT PROVIDED HEREIN

When escrow services are requested under conditions that have not been outlined in this Schedule, a charge shall be made which in the opinion of the Company appears to be consistent with the general pricing procedures as set forth herein. The Company reserves the right to enter into contracts or agreements in writing, outlining negotiated rates to be charged for special projects or wherein or special rates may apply.