



STANDARD SUB-SERVICING AGREEMENT

Master Servicer/Lender Account No.:

Lender Name / Company Name / Vesting: _____

This Standard Sub-Servicing Agreement (the "Agreement") is dated _____ and is between Lil' Wave Financial, Inc. dba Superior Loan Servicing, a real estate broker licensed by the State of California ("Sub-Servicer") and _____ (Master Servicer/Lender) whose signature appears below and in counterparts to this Agreement. Master Servicer/Lender, who owns a whole or divided beneficial interest in the Notes evidencing the Loans as detailed in the attached lender portfolio, exclusive of any interest of a licensed real estate broker that is the issuer or servicer of the Loans, or any affiliate of that licensed real estate broker.

Lender Portfolio is a list of all loans being serviced by the Sub-Servicer and is updated with each new loan submitted to Superior Loan Servicing. All loans directed to Superior Loan Servicing by the Master Servicer/Lender whose signature appears below shall be subject to the terms and conditions of this agreement.

The parties agree as follows:

1.0 Scope. Master Servicer/Lender retains Broker as his/her Sub-Servicer to employ commercially reasonable and prudent practices to collect all scheduled payments on the loans as referenced in the Lenders Portfolio attached hereto and is updated from time-to-time as Master Servicer/Lender directs additional loans for servicing to Sub-Servicer, including the protection of the security for the Loans. Sub-Servicer shall consult with and follow instructions from Master Servicer/Lender on non-routine collection matters. The Sub-Servicer shall perform all its collection practices pursuant to the Sub-Servicer's policies and procedures. A default upon any interest in the Note shall constitute a default upon all interests. Sub-Servicer will determine and direct the actions to be taken in the event of default or with respect to other matters requiring the direction or approval of Master Servicer/Lender, including but not limited to, designation of brokers, sub-servicers or others acting on their behalf and the sale, encumbrance or lease of any real properties which may be owned by Master Servicer/Lender as the result of foreclosure or receipt of a deed in lieu of foreclosure. The Master-Servicer assigns right to direct all Special Servicing Functions including but not limited to, attorney referrals, out of state foreclosures, etc. to the Sub-Servicer and to all vendor resources approved by the Sub-Servicer. Sub-Servicer shall be paid pursuant to the attached Special Servicing Pricing Matrix. To the extent possible, Master Servicer/Lender shall cooperate with and assist Sub-Servicer as requested by Sub-Servicer in carrying out Sub-Servicer's covenants, agreements, duties and responsibilities under this Servicing Agreement and, in connection therewith, shall execute and deliver all such papers, documents and instruments as may be necessary in furtherance thereof.

2.0 Term and Termination. This Agreement shall begin on the date set forth above. It shall terminate when any of these events occur: (a) 30 days' written notice by Sub-Servicer to Master Servicer/Lender. and, unless Master Servicer/Lender is in breach of this Agreement, the notice shall be accompanied by a written offer from another licensed and qualified real estate broker, or from another qualified loan servicer exempt from licensure as a real estate broker, to service the Loan for Master Servicer/Lender under the terms of this Agreement; (b) 30 days' written notice by Master Servicer/Lender to Sub-Servicer; or (c) Prior to the effectiveness of any termination, Sub-Servicer shall deliver to Master Servicer/Lender or its newly designated Servicing Agent all of his/her funds, an appropriate accounting and all necessary documentation. At termination, Master Servicer/Lender shall immediately reimburse Sub-Servicer for any outstanding advances made pursuant to paragraph 5.0 and pay any outstanding servicing fees, late charges or other fees earned by Superior Loan Servicing pursuant to this agreement.

3.0 Independence of Parties. The following terms shall govern the relationship between Master Servicer/Lender and Sub-Servicer: Sub-Servicer shall have the status of, and act as, an independent contractor. Nothing herein contained shall be construed to create a partnership, joint venture, fiduciary duty or fiduciary relationship between Master Servicer/Lender and Sub-Servicer.

4.0 Specific Sub-Servicing/ Master Servicing Functions. Sub-Servicer shall: (a) issue payment coupons or monthly statements to the borrower directing Loan repayment to Sub-Servicer; (b) issue payoff demands, beneficiary statements and mortgage ratings; (c) demand, receive and collect all Loan payments including Loan payoffs, deposit them immediately into Sub-Servicer's trust account maintained in accordance with California Business and Professions Code 10238 and they shall not be commingled with the assets of the Sub-Servicer

Master Servicer/Lender's Initials: _____

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Sub-Servicer Initials: _____

or used for a transaction other than the transaction for which the funds are received and shall be paid to **Master Servicer/Lender** within 10 days of receipt; (d) issue annual income tax statements to the **borrower** and **Lender/ Master Servicer/Lender**; (e) answer borrower inquiries, demands and requests; (f) grant appropriate payment deferrals, but not of the maturity of the Loan unless approved by **Master Servicer/Lender** or the Majority in the case of a Multi-Lender Loan; (g) receive notices of default on senior liens and communicate receipt of notice to Master Servicer/Lender; (h) with the consent of Lender/ Master Servicer/Lender or the Majority, as the case may be, submit re-conveyances, satisfaction of mortgages, lien releases, partial or otherwise, substitute trustees pursuant to applicable law, initiate and direct judicial or non-judicial foreclosure of the Loan, as **Master Servicer/Lender** or the Majority deem appropriate, and with such consent, communicate to the trustee, attorney or sheriff the amount of any credit bid; and (i) promptly forward copies to each **Master Servicer/Lender** (j) any notice of trustee sale filed on behalf of **Master Servicer/Lender**, (ii) Any request for re-conveyance or release of the deed of trust or Mortgage to **Master Servicer/Lender**. (k) Sub-Servicer shall promptly communicate to **Master Servicer/Lender** any material information about collection of the Loan and the source of non-borrower Loan payments. (l) **Sub-Servicer** shall furnish to Lender a list of names and addresses of all lenders holding an interest in the Note upon five (5) days written notice. **Sub-Servicer** may produce a copy of this Agreement to third parties as evidence of its authority. **Master Servicer/Lender** hereby agrees to resist all forms of communication with borrower unless directed otherwise by **Sub-Servicer**. **Master Servicer/Lender** further agrees to never accepting any payments/funds from Borrower at any time. Should Borrower remit funds directly to **Master Servicer/Lender**, **Master Servicer/Lender** hereby agrees to forward those funds, in full to **Sub-Servicer** for processing including payoff & reinstatement funds.

4.0.1 There are services that Sub-Servicer/Agent will not perform, **without specific instructions** from **Master Servicer/Lender(s)**, these include but are not limited to: begin a foreclosure process, property tax advances and senior lien advances. Should **Master Servicer/Lender** insist on re-casting a loan file to place a borrower in pre-foreclosure default in order to collect default interest, **Master-Servicer** agrees to pay to Sub-Servicer a \$75 processing fee to re-cast a loan file for that purpose. **Master-Servicer/Lender** can avoid this fee by referring the file for foreclosure processing/NOD prep/recording.

4.0.2 **Sub-Servicer** shall not: (a) commingle **Sub-Servicer's** assets with Lender's payments. All **Master Servicer/Lender** and Borrower funds will be held in a segregated, monthly reconciled, quarterly audited, non-interest-bearing trust account.

4.0.3 A broker or person who becomes the Servicing Agent or **Sub-Servicer** for notes or interest sold pursuant to California Business and Professions Code 10238, upon which payments due during any period of three consecutive months in the aggregate exceed one hundred twenty-five thousand dollars (\$125,000) or the number of persons entitled to the payments exceeds 120, shall file the notice required by subdivision (a) with the commissioner within 30 days after becoming the Sub-Servicer. Said Person is required to have all trust accounts audited by a CPA and those results forwarded to the California Bureau of Real Estate.

5.0 Protective Advances. **Master Servicer/Lender** shall make such advances that are necessary and prudent to protect and to collect their interest in the Loan. **Sub-Servicer**, in its absolute discretion, may advance its own funds to protect the security of **Master Servicer/Lender's** loan, including advances to cure senior liens, property insurance, taxes, foreclosure expenses, repair, advertising, litigation expenses and similar items, but not Loan payments. **Sub-Servicer** shall be reimbursed such advances, with interest at 10% per annum or the Note Rate, whichever is greater, from any future loan payments in the Lender/Master Servicer/Lenders Portfolio, or within 10 days after a written request to **Master Servicer/Lender** to secure **Sub-Servicer's** advances. **Master Servicer/Lender** hereby irrevocably assigns to **Sub-Servicer**, to the extent of advances owed to **Sub-Servicer**, the Loan payments received after an advance is made.

5.1 No Additional Obligations of Sub-Servicer. Master Servicer/Lender acknowledges and agrees that Sub-Servicer shall have no obligations, legal or otherwise, other than what is described in this Agreement, to make any payment (other than forwarding of the Borrower's payment) to or on behalf of Master Servicer/Lender, to any senior liens or to otherwise protect or enforce Master Servicer/Lender's security or rights under their loan documents but may do so under Section 5 of this Agreement.

6.0 Loan Documents. **Sub-Servicer** shall retain custody as agent for **Master Servicer/Lender** of the original note and deed of trust for the loan (or assignment thereof). **Master Servicer/Lender** may retain custody of Loan Documents under the following terms: (a) **Master Servicer/Lender** may retain all original loan documents if **Master Servicer/Lender** is the sole holder/owner (beneficiary) of the loan; or (b) **Master Servicer/Lender** holds a fractionalized interest in a loan, they may retain and hold original documents upon the written consent of all owners of the loan. If **Sub-Servicer** retains custody of the original note and deed of trust/mortgage for the loan (or assignment thereof), the deed of trust or assignment shall be recorded in accordance with applicable law in the county where the original Deed of Trust or Mortgage were recorded.

7.0 Compensation. For its services, **Sub-Servicer** shall be paid pursuant to the attached Superior Loan Servicing Pricing Matrix, and any other addendums. **Sub-Servicer's** compensation is subject to change upon 30 days' written notice to **Master Servicer/Lender**; **Master Servicer/Lender** may avoid changes by terminating this Agreement in writing within the 30 day period. If any fees owed to the **Sub-**

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Servicer by **Master Servicer/Lender** is not paid on a timely manner then those fees shall be recouped from the **Master Servicer's** trust account at the discretion of the **Sub-Servicer**. **Master Servicer/Lender** acknowledges that should they choose to waive late fees that **Sub-Servicer/Broker** and **Master Servicer/Lender** share and retain other non-shared fees; **Sub-Servicer may seek reimbursement of said fees and may deduct the cash equivalent of its share of waived late fees from future payments of any kind made payable to Master Servicer/Lender**.

8.0 Default. If: (i) **Master Servicer/Lender** fails to pay to **Sub-Servicer** any sums as and when due and payable to **Sub-Servicer** under this Servicing Agreement, whether as compensation, reimbursement or otherwise; or (ii) any secured party holding a security interest granted by **Master Servicer/Lender** as debtor shall demand that **Sub-servicer** pay over to that secured party any sums otherwise payable to Lender under this Servicing Agreement; or (iii) **Master Servicer/Lender** shall be in default hereunder in any other material respect, then **Sub-Servicer** shall: (A) be entitled to set off, against its damages, all sums due from **Sub-Servicer** to **Master Servicer/Lender** hereunder; and (B) have and may exercise all other remedies permitted by law for breach of contract.

8.0.1 Parking Fees. In the event of default or maturation of loans, Sub-Servicer shall engage in communication with the Master Servicer/Lender to solicit guidance regarding their preferred course of action concerning defaulted loans, presenting options including workouts, foreclosures, etc. Should the lender opt not to pursue any of these alternatives, Sub-Servicer shall classify such loans as "Parked" and impose a monthly fee of \$90. This fee is intended to defray administrative and maintenance expenses incurred in the management of dormant accounts.

9.0 Reimbursement. **Sub-Servicer's** right to funding or reimbursement for actual expenses, and funding or reimbursement for any Advances made on behalf of **Master Servicer/Lender** in accordance with the terms of this Servicing Agreement shall not be abrogated or impaired even if an Investor to which Lender has sold Mortgage Loans instructs Sub-Servicer in writing to service release or subservice release any Mortgage Loans to **Master Servicer/Lender** or Investor's designee.

10.0 Payment Application. **Master Servicer/Lender** acknowledges that **Sub-Servicer** will post all borrower payments in a manner consistent with California Civil Code. To that end, available funds will always be applied to interest due and unpaid interest first. Subsequently, **Master Servicer/Lender** will always apply additional funds paid by borrower to outstanding charges incurred by **Sub-Servicer** that have been posted and charged to borrower's loan account. Such charges may include Demand Prep fees, VOM fees, Document Prep Fees unpaid by borrower for extension agreements and other similar documents prepared, etc. Subsequent to **Sub-Servicer** related charges, additional funds will be applied to any incurred or outstanding late charges due. Once any & all outstanding **Sub-Servicer** charges and late fees have been paid and satisfied on a given loan file, excess funds paid by borrower will be applied towards **Master Servicer/Lender** advanced charges and then principal reductions. **Master Servicer/Lender** agrees to obtain authorization from **Sub-Servicer** to waive any borrower late fees unless **Master Servicer/Lender** agrees to tender the cash-equivalent to **Sub-Servicer** for its share of borrower's late fee owed pursuant to the Superior Loan Servicing pricing matrix which **Master Servicer/Lender** wishes to waive.

10.1 Sub-Servicer Right of Interpretation. In accordance with various and changing State and Federal laws, State and Federal case law and sub-servicer's interpretation of such laws, proper procedures and risks, sub-servicer reserves the right to : (a) determine how advances and or late charges are assessed and to adjust all unpaid late charges or assessments of late charges accordingly; (b) apply the default interest rate only based on the terms of the loan documents and State and Federal law; or (c) determine the interpretation and application of other terms and conditions of the Note and Mortgage. By continuing to hire sub-servicer, Master Servicer/Lender agrees that Sub-servicer may decline to enforce certain provisions under the Note and Mortgage when they are in contradiction with State and Federal law and that may result in a waiver of those provisions. Master Servicer/Lender further agree that there is no cause of action against Sub-Servicer for not enforcing those provisions.

11.0 IRS Penalties & Fines the IRS' section for Information Returns has become increasingly strict in the administering of fines for taxpayer's providing W-9 forms with mismatched information. **Sub-Servicer** will always try its utmost to rectify such errors when the IRS communicates those errors through its reporting systems; however, in the event that a **Master Servicer/Lender** OR BORROWER'S 1098/1099INT incur an unresolvable fine from the IRS (typically \$100 per filing), such fines will be assessed against **Master Servicer/Lender** lender account. Borrower related fines for error-prone 1098's will be charged to **Master Servicer/Lender's** account as well and a charge will be posted to Borrower's loan file (payable to **Master Servicer/Lender**) when possible.

12.0 Transfer of Servicing **Master-Servicer/Lender** agrees to pay a \$90 PER LOAN FILE transfer fee should he/she choose to transfer a loan file pursuant to section 2.0 to another licensed servicer before said loan file pays off. Pursuant to California Civil Code, Multi-lender loan files will only be transferred to other licensed servicers.

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13.0 Extension and Modification Preparation Sub-**Servicer** reserves the right to refuse application of loan payments beyond the loan's date of maturity without a written extension agreement, as they may constitute an implied extension of the loan with an open-ended maturity date. To that end, **Master Servicer/Lender** agrees to appoint **Sub-Servicer** to negotiate and draft all loan documents needed to extend or modify said loans subject to the approval of **Master Servicer/Lender**. All applicable fees will be payable to the **Sub-Servicer** pursuant to the attached pricing matrix. **Sub-Servicer** understands that some exceptions may be made for collecting post-maturity borrower payments for loans about to pay off in full. In general, **Master Servicer/Lender** acknowledges that **Sub-Servicer** will not accept borrower payments on matured loans thereby creating open-ended loans. In the event that **Master Servicer/Lender** provides their own extension or modification agreement, **Sub Servicer** shall be entitled to any applicable fees per the attached pricing matrix, payable by **Master Servicer/Lender** unless otherwise designated to be paid by borrower pursuant to the extension or modification agreement.

14.0 Replaces all prior agreements **Master Servicer/Lender** acknowledges that this agreement supersedes and replaces all prior contracts and servicing agreements. Any and all provisions and concessions/exceptions offered and made on prior servicing agreements are null and void.

15.0 Fee Schedule All fees charged by Sub-Servicer for its compensation and other services it provides are defined under the attached pricing matrix. **Master-Servicer/Lender** agrees to be bound by this fee schedule for all loans serviced by Sub-Servicer under this agreement. Fees are subject to change at any time and **Master Servicer/Lender** will be notified of any changes with a 30 day written notice by Sub-Servicer pursuant to section 7.0. The updated fee schedule would supersede and replace any previous fee schedule attached to this agreement.

16.0 Communication and Notification. **Sub-Servicer's** primary and preferred method of communication and notification is via email. Unless otherwise required by law all communications including the following: monthly statements of account; notification of electronic deposits; and all other notifications and communications as to the status of the account shall be communicated to the **Master Servicer/Lender** at the email address provided below. **Master Servicer/Lender** upon written request to Sub-Servicer may request that their account status be changed to receive paper notifications if needed. Any change of email address to the account must be submitted in writing to the **Sub-Servicer**.

17.0 Majority Rule Should **Master Servicer/Lender** hold only a fractionalized share of lender-vesting in the mortgage loan/Deed of Trust being serviced under this agreement, **Master Servicer/Lender** is hereby notified that majority-rule shall pertain to any decisions by the **Master Servicer/Lender** to extend the loan, when necessary, file foreclosure when decided or grant any special considerations or waivers to borrower. Majority rule is defined by 50%+1 of actual vested monetary interest in said loan. This condition supersedes and overrides any provision in any prior loan documentation provided to **Master Servicer/Lender** by originating broker.

18.0 Agreement Subject to Amendment From time to time, **Sub-Servicer** may find it necessary to make some adjustments and changes to this Agreement. **Sub-Servicer** herein agrees to submit all changes to **Master Servicer/Lender** in writing and with 30 days advanced notice prior to implementation.

19.0. Limitation of Liability.

a) **Sub-Servicer**, aka Lil Wave Financial Inc. d/b/a Superior Loan Servicing ("Lil Wave") and its affiliated corporation Asset Default Management, Inc., IS NOT LIABLE TO YOU FOR ANY AND ALL CLAIMS OR LIABILITIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES ARISING OUT OF OR IN ANY MANNER RELATING TO THE USE OF ANY AND ALL LOAN DOCUMENTATION PREPARATION SERVICES OR OTHER SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT OR BY THIRD PARTIES OR IN ANY MANNER ARISING OUT OF OR RELATED TO ANY THIRD-PARTY SOFTWARE, ANY DATA ACCESSED WHILE USING OUR SERVICES, YOUR USE OR INABILITY TO USE OUR SERVICES UNDER THIS AGREEMENT, INCLUDING MISTAKES MADE IN YOUR LOAN DOCUMENTATION, WHETHER SUCH DAMAGE CLAIMS ARE BROUGHT UNDER ANY THEORY OF LAW OR EQUITY EVEN IF YOU HAVE ADVISED Lil Wave IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, INJURY TO PERSON OR PROPERTY, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR PERSONAL INFORMATION.

b) IF, NOTWITHSTANDING THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, Lil Wave Financial Inc., or Asset Default Management, Inc. IS FOUND LIABLE UNDER ANY THEORY, Its LIABILITY UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO ANY AND ALL OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING LOAN DOCUMENTATION PREPARATION SERVICES, YOUR EXCLUSIVE REMEDY WILL BE LIMITED TO

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LIQUATED MONEY DAMAGES NOT TO EXCEED THE OUT-OF-POCKET COST OF THE TRANSACTION, OR \$495.00 WHICHEVER IS LESS.

c) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AS SET FORTH HEREIN. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY TO YOU. IN SUCH CASE, WHERE THIS PROVISION IS HELD TO BE ILLEGAL, INVALID OR UNENFORCEABLE, THEN: (I) IT MUST BE DEEMED AMENDED TO ACHIEVE AS NEARLY AS POSSIBLE THE SAME ECONOMIC EFFECT AS THE ORIGINAL PROVISION, AND (II) THE LEGALITY, VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS AGREEMENT MUST NOT BE AFFECTED OR IMPAIRED.

20. **Indemnification.** MASTER SERVICER shall defend, indemnify and hold harmless Lil Wave Financial, Inc. and Asset Default Management Inc. including its governing board, directors, officers, administrators, employees and agents from any and all claims, losses and liabilities including attorneys’ fees and costs, against or incurred by the MASTER SERVICER arising out of the actions, omission to act or other conduct of the MASTER SERVICER or the MASTER SERVICER’S AGENTS, in the performance of the duties under this Agreement or otherwise in connection with the activities pursuant to this Agreement. In addition, the MASTER SERVICER agrees to assume the defense, at the MASTER SERVICER’S expense, using attorneys reasonable acceptable to Lil Wave Financial, Inc. and Asset Default Management, Inc. of any lawsuit or other proceeding which names Lil Wave Financial, Inc., Asset Default Management Inc. or its directors, officers, employees and agents as defendants. The provisions of this clause shall survive any termination of this Agreement.

21.0 **Confidentiality.** Master Servicer/Lender acknowledges that the terms of this agreement are privileged information and hereby agree to keep the contents and particulars of this agreement confidential. Master Servicer/Lender agrees not to share the details contained within this agreement with any parties not authorized by Sub-Servicer.

22.0 **Execution in Counterparts/Facsimile or Email Delivery.** This Agreement and any addendum, exhibit or schedule hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement may also be executed and delivered by way of facsimile or email. Photostatic copies of this Agreement have the same force and effect as an original of this Agreement.

23.0 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then that provision shall be curtailed and limited only to the extent necessary to bring said provision within the legal requirements of the the law and this Agreement as so modified shall continue in full force and effect.

24.0 **Litigation Costs.** Except as otherwise provided in Sections 9 and Section 20 of this Agreement, if Sub-Servicer is served with a subpoena, notice to appear at trial, mediation, deposition, hearing, lawsuit involving Sub-Servicer, or any other lawful mandatory appearance by or through a Court of competent jurisdiction or officer of such Court, which requires any custodian of record, employee, officer or agent of Sub-Servicer to appear in person to introduce documents and/or give testimony concerning any legal action involving Master Servicer/Lender, Sub-Servicer shall be reimbursed for all reasonable (in its sole, subjective discretion) out of pocket costs, fees and expenses including, but not limited to hotel, air fares, meals, car rentals, and any related travel expenses and any and all reasonable attorney’s fees and costs

25.0 **Arbitration.** All disputes between the parties and/or the borrower, and their respective officers, directors, agents, employees and assignees, arising out of this Agreement or relating to the Loan, including, the arranging and servicing of the Loan and any services in connection with Property acquired, shall be determined by binding arbitration under the applicable rules of the American Arbitration Association or Judicial Arbitration and Mediation Services, Inc. (“JAMS”), at the election of the party initiating arbitration. Judgment on the arbitrators’ award may be entered in any court having jurisdiction. Master Servicer/Lender acknowledges that by agreeing to arbitration, Master Servicer/Lender is waiving his/her right to have the dispute litigated in a court or jury trial, with rights of discovery, application of the rules of evidence and appeal. **NOTICE: IF YOU INITIAL IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY A NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP YOUR RIGHT TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. YOU ARE ALSO GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. NOTWITHSTANDING YOUR ELECTION TO ARBITRATE, YOU HAVE THE RIGHT TO CONTACT APPROPRIATE REGULATORY AGENCIES TO REGISTER A COMPLAINT ABOUT THE COMPANY OR THIS TRANSACTION.**



Pricing Matrix

Effective June 1, 2024

Setup Fees		
Loan Setup (fixed rate, non-escrow/impound)	\$ 75.00	each loan
Loan Setup (fixed rate, non-escrow/impound) 10+ loans at one time	\$ 50.00	each loan
Loan Setup - ARM (adjustable-rate mortgage)	\$ 25.00	additional per loan
Loan Setup - Escrow/Impounds single property	\$ 25.00	additional per loan
Loan Setup - Escrow/Impounds additional property	\$ 20.00	additional per property
Loan Setup - Non-Performing	\$ 25.00	additional per loan
Loan Setup - Active Foreclosure/Bankruptcy/Forbearance or Adjusting Terms	\$ 125.00	additional per loan

Standard Loan Servicing		
Servicing Fee - Loans under \$500K	\$ 20.00	per month/per lender/per loan
Servicing Fee - Loans from \$500K - \$3Mil	0.075%	annually/paid monthly/per lender/per loan (\$62.50 per million monthly)
Servicing Fee - Loans over \$3Mil	0.065%	annually/paid monthly/per lender/per loan (\$162.50 per million monthly)
Impound Account Servicing	\$ 20.00	per month/per loan up to 2 payees (taxes & insurance) \$5.00 for each additional payee
Parking Fee – Dormant Loans <i>Loans that are delinquent for 45 days (over 120 days for owner-occupied non-business purpose loans) or past the maturity date without a discernible exit strategy in place.</i>	\$ 90.00	per month/per loan
Long Term Servicing (3+ Years)	Please Inquire	

Late Fee/Default Interest/Prepay Penalty

Late Fee Distribution - Loans under \$1Mil	50% of all late charges Including the Balloon Late Fee (or default rate only if it replaces the late fee) paid to SLS	remaining 50% split as directed by lender
Late Fee Distribution - Loans from \$1Mil - \$2Mil	35% of all late charges including the Balloon Late Fee (or default rate only if it replaces the late fee) paid to SLS	remaining 65% split as directed by lender
Late Fee Distribution - Loans \$2Mil+	25% of all late charges including the Balloon Late Fee (or default rate only if it replaces the late fee) paid to SLS	remaining 75% split as directed by lender
Late Fees waived but collected by lender in other form of a fee including but not limited to prepay penalty, extension fee, etc.	N/A	Charged as per the schedule above
Prepayment Penalty Distribution (<i>*monthly servicing fees applied to all months of prepaid interest collected</i>)	0% SLS	100% Lender*

Administrative Fees

Distribution of Impounded Borrower Funds (Draws)	\$30/\$45	ACH payment/Wire Payment/per payee
Insurance Claim Processing	\$ 295.00	
Assignment Processing	\$ 75.00	Assign beneficial interest
Loan Reset - default rate back to regular rate	\$ 75.00	
Adding Escrow/Impound to existing loan	\$ 125.00	
Termination of Escrow/Impound Account	\$ 75.00	
Verification of Mortgage	\$ 30.00	per request/per loan
Overnight Delivery	\$ 40.00	
NSF Fee	\$ 45.00	
Wire Fee (incoming/outgoing)	\$ 30.00	
Stop Payment and re-issue	\$ 30.00	
Servicing Transfer Out Fee	\$ 90.00	
Professional Services	\$ 125.00	Hourly rate - minimum hr
Administrative Services	\$ 75.00	Hourly rate - minimum 1hr

Loan Payoff Fees*	<i>* Fees included in the payoff demand to the borrower</i>	
Demand Fee	\$ 30.00	per request/per loan
Updated Demand Fee	\$ 30.00	per request/per loan
Demand Fee - rush request	\$ 75.00	additional per request/per loan
Forwarding/Closeout	\$ 75.00	per request/per loan
Mortgage or Deed of Trust Release/Satisfaction/Rescission	\$ 45.00	per request/per loan
UCC Release	\$ 45.00	per request/per loan
UCC Release recording/filing	Variable	per County fee schedules
Mortgage or Deed of Trust Recording - Release/Satisfaction/rescission	Variable	per County fee schedules
Recording of lien releases – Missing documents	\$40.00	Per document

Technology Services		
SOW* (scope of work)	\$ 325.00	Due upon execution of SOW
Development Fee	\$ 225.00	Hourly Rate – min. 1 hr
Loan Boarding API Integration	\$ 225.00	Hourly Rate – min. 1 hr
FTP Integration	\$ 225.00	Hourly Rate – min. 1 hr
Data Transfer Service	\$ 40.00/Mo.*	* Per month up to 50Gb. Add'l \$2 per Gb/per Month after 50Gb

SLS provides standard reporting options but can also develop custom reports and data integration solutions for your business.

Document Fees		
Standard CA Loan Documents incl. Lender Disclosures	\$ 795.00	
Additional Deeds of Trust (multiple properties)	\$ 125.00	each additional property
Personal Guaranty	\$ 50.00	per Guarantor
Additional Disclosures	\$ 50.00	per additional disclosure
Same Day Rush Service	\$ 75.00	
Doc Redraw	\$ 75.00	
Note and Deed of Trust - California	\$ 495.00	
Assignment	\$ 75.00	
Allonge Preparation (assignment of Note)	\$ 50.00	
Grant Deed	\$ 75.00	
Quit Claim Deed	\$ 75.00	
Recording (accommodation recording/not insured)	Variable	Recording fees vary per County & are subject to change

Special Servicing Fees

Loan Modification/Loan Extension Agreement	\$ 495.00	
Forbearance Plan Agreement	\$ 495.00	
Deed in Lieu of Foreclosure - California	\$ 595.00	
Lender initiated Default Rate Re-Cast (Pre-foreclosure)	\$ 75.00	(waived if lender opts to file NOD)
Loan Extension Processing - date change only	\$ 75.00	lender provided agreement
Loan Modification Processing - including but not limited to changes in loan terms, rate, payment amount, etc.	\$ 295.00	lender provided agreement
Bankruptcy administration	\$ 150.00	Active BK monitoring
Foreclosure Monitoring (Default Processing)	\$ 295.00	
Judicial Foreclosure	Hourly	Attorney Fees
Non- Judicial Foreclosure		State Specific
Attorney Referrals – BK/Evictions		As Billed