



HOMEXPRESS MORTGAGE CORP. BROKER COMPENSATION AGREEMENT

This Broker Compensation Addendum (“Addendum”) is entered into as of the ____ day of _____, 20__, by and between HomeXpress Mortgage Corp. (“Lender”) and _____ (“Broker”). This Addendum supplements the Broker Agreement (“Agreement”) entered into by and between HomeXpress Mortgage Corp. and Broker. Hereafter when read together, the Agreement and the Addendum shall constitute one integrated document.

In consideration of the mutual undertakings and covenants set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. If completed and returned, this Addendum replaces and supersedes any and all prior Broker Compensation Addendums to the Agreement between the parties.
2. This Addendum will be effective for all Brokered Loans registered and assigned to a HomeXpress Mortgage Corp. loan number on or after _____.
3. Broker may not receive compensation from more than one source. Broker may elect, on a loan by loan basis, to receive either lender paid compensation or borrower paid compensation. Either election precludes additional compensation being paid by any other party, person or entity to the transaction, or outside the transaction.
4. All fees paid to Broker, other than bona fide pass-through fees, shall count towards the selected lender paid compensation tier, or the negotiated borrower paid compensation.
5. When compensation is paid by Lender, such amount is and will be Broker’s sole source of compensation. Broker will not charge the borrower any additional fees, including processing fees.
6. Seller contributions are considered “paid by the borrower”; therefore, under the borrower paid compensation plan, seller contributions may be used to fully or partially pay broker fees. However, under the lender paid compensation plan, the broker can be paid by the lender and no one else. Therefore, seller contributions can only be used to pay third party closing costs and lender fees.
7. Broker shall be solely responsible for the payment of compensation to its Mortgage Originators. Broker agrees that all compensation paid by Broker to Broker's Mortgage Originators will conform with all of the requirements set forth in the Truth-in-Lending Act as implemented by Regulation-Z, and with other applicable law.



8. Compensation by Lender:

Under a lender paid plan, compensation will be established as a percentage of the loan amount, paid by Lender to Broker. Broker must pre-select one of the of the compensation tiers listed below. Once Broker has selected a compensation tier, that tier shall apply to all loans submitted as “lender paid”. Under a lender paid plan, compensation may not increase or decrease on any loan so submitted.

Broker must select a lender paid compensation tier (select one):

- 1.000% 1.500% 2.000%

9. Compensation by Borrower:

Under a borrower paid plan, Broker may negotiate and establish compensation directly with the borrower but may not exceed a 2.750% maximum fee* which is the ceiling established by HomeXpress. On a per loan basis, Broker shall also submit a completed Loan Brokerage Agreement (compliant with Cal. Fin. Code § 50701 or other state applicable code) to HomeXpress.

NOTE: The Housing Financial Discrimination Act of 1977 makes it illegal to discriminate in the provision of or in the availability of financial assistance because of the consideration of:

- a) Trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or
- b) Race, color, religion, sex, marital status, domestic partnership, national origin or ancestry.

Therefore, the compensation agreement you negotiate with any applicant shall not be based upon or be influenced in any way by any of the above noted prohibited considerations.

10. Open Compensation Schedule:

Compensation schedules may be changed on a quarterly basis. Broker may request a change in its compensation agreement by contacting its Account Executive. Broker shall be requested to provide a business justification for the change request. Lender shall contact Broker prior to the next open-compensation period to review and evaluate Broker’s request; compensation periods are made at Lender’s sole discretion. Should no changes in compensation percentages be necessary, Broker’s current election shall remain in effect.



ACKNOWLEDGEMENT

Broker acknowledges that if a Brokered Loan funded by HomeXpress is repaid in full within six (6) months immediately following the closing of such loan, Broker, at HomeXpress' request, shall reimburse HomeXpress the amount of any compensation Broker derived in connection with the loan, whether compensation was borrower-paid or lender-paid. Broker shall reimburse HomeXpress within ten (10) calendar days after notification of the early payoff.

By signing below, Broker certifies that:

- Broker complies with the Consumer Financial Protection Bureau's Loan Originator Compensation and Anti-Steering rules as published in 12 CFR § 1026.36(d) & (e);
- Broker agrees to this Broker Compensation Addendum to the Wholesale Broker Agreement and understands that payment of this compensation must be properly disclosed per all legal and regulatory requirements;
- Broker understands that this Broker Compensation Addendum to the Wholesale Broker Agreement impacts all loans submitted to HomeXpress Mortgage Corp. from any of our office locations.

(Printed Name of Broker)

(Signature of Person Authorized by Broker)

(Printed Name of Authorized Representative)

(Title of Authorized Representative)

(Broker's Tax Identification Number)