

BROKER COMPENSATION ADDENDUM TO WHOLESALE BROKER AGREEMENT

This Broker Compensation Addendum ("Addendum") is entered into as of the _____ day of _____, 20____ by and between A&D Mortgage LLC ("A&D" or "Lender") and _____ ("Company"). This Addendum amends and supplements Wholesale Broker Agreement ("Agreement") entered by and between A&D Mortgage LLC and Company.

WHEREAS the Agreement describes the compensation to be received by Company through its Brokers and additional representations and warranties from the same to A&D;

WHEREAS A&D and Company/Brokers have agreed upon the terms to be included in this Addendum as in the best interests of the parties.

NOW THEREFORE, 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:

If completed and returned, this Addendum restates and supersedes all prior Broker Compensation Addenda to the broker Lending Agreement between the parties.

_____ A&D and Company agree that this Addendum will be effective for all mortgage loans registered on or after the date of this Addendum. A&D and Company agree that the compensation levels specified below shall be effective until amended in writing by the Company and received by A&D. Any change to this Addendum will be effective on the 1st day of the following calendar Month and will remain in effect for a minimum of one calendar quarter. If A&D does not receive any change request by the end of each calendar quarter, the prior period compensation Tier will automatically renew for a calendar quarter, until further change requests are received. A&D and Company agree that the compensation provisions of the Agreement will be supplemented as follows:

Compensation paid by the Borrower

A&D limits compensation paid by the Borrower to a maximum of 300 basis points. The broker may submit "Borrower- Paid Compensation" loans to A&D with any compensation level up to the maximum allowed. Borrower-Paid Compensation is an agreement of compensation between the Company or Broker and the Borrower and is agreed to prior to submitting the file to A&D. By choosing this Borrower-Paid Compensation, Company/Broker is being compensated for its services only by Borrowers, and will not receive any compensation in this transaction from A&D or from any other party.

Compensation paid by the Lender (A&D)

All loans with Lender-Paid compensation must follow the compensation plan in effect at the time the loan is submitted.

Company understands that Lender-Paid Compensation may be based on a fixed percentage of the loan amount and may be subject to a maximum dollar amount that does not vary per loan.

Company has an option to select Lender-Paid Compensation and maximum dollar amount individually for each state ("State-specific LPC").

In the event Company decides not to use state-specific Lender-Paid Compensation and maximum dollar amount, Company must select a fixed Lender-Paid Compensation and maximum dollar amount that are non-state-specific ("Non-state-specific LPC") and shall apply uniformly across all jurisdictions.

Company understands that there must be only one type of Lender-Paid Compensation selected at any one time. (Note: Please select your Broker Compensation tier carefully, as it must be all inclusive of broker fees, including, but not limited to: origination, processing, application, administration, etc.)

Broker selects the following "Lender-Paid Compensation" type:

☐ Non-state-specific LPC:

Tier:_____.

- ☐ We hereby elect not to use a maximum.
- ☐ We hereby elect to use a maximum of \$_____.

☐ State-specific LPC:

States, for which State-specific LPC is not identified below, will have Lender-Paid Compensation and maximum dollar amount reset to the following:

Tier:_____.

- ☐ We hereby elect not to use a maximum.
- ☐ We hereby elect to use a maximum of \$_____.

State	Tier	Maximum
AL		<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$_____.
AK		<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$_____.
AZ		<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$_____.
AR		<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$_____.
CA		<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$_____.
CO		<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$_____.
CT		<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$_____.
DE		<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$_____.

The power of yes.

FL	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
GA	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
HI	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
ID	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
IL	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
IN	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
IA	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
KS	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
KY	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
LA	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
ME	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
MD	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
MA	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
MI	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
MN	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
MS	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
MO	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
MT	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
NE	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
NV	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
NH	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
NJ	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.

The power of yes.

NM	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
NY	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
NC	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
ND	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
OH	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
OK	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
OR	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
PA	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
PR	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
RI	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
SC	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
SD	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
TN	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
TX	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
UT	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
VT	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
VA	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
VI	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
WA	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
WV	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
WI	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.
WY	<input type="checkbox"/> We hereby elect not to use a maximum. <input type="checkbox"/> We hereby elect to use a maximum of \$ _____.

The Broker acknowledges that when compensation is paid by A&D, such amount is and will be their sole source of compensation. The Broker will not charge the consumer(s) any additional fees, or accept any compensation in any form, at any time, from any party other than A&D.

The Broker acknowledges that if any Mortgage Loan is in full within six (6) months of the first payment due date for any reason, Broker shall pay to Lender an indemnification amount equal to all compensation paid to Broker on the loan transaction from any source, regardless of Broker's involvement in Borrower's payoff. In the event the payoff is due to a refinance by the same Broker, and the new loan is delivered back to A&D, part or all of the above requirements may be waived upon sole discretion of A&D. This is outlined further in III (g-h) of the Broker Agreement.

By signing below, I/we certify that:

_____ Company is in compliance with the Federal Reserve Board's Loan Officer Compensation, Anti-Steering, and Safe Harbor Final Rule as published in 12 CFR Part 226 Regulation Z;

_____ I/We agree to this Broker Compensation Addendum to Wholesale Broker Agreement and understand that payment of this compensation must be properly disclosed per all legal and regulatory requirements including but not limited to Regulation Z as found in 12 CFR 1026.36..

_____ I/We understand that this Broker Compensation Addendum to Wholesale Broker Agreement impacts all loans submitted to A&D from all our office locations.

_____ Broker's compensation is not based on a transaction term or a proxy for a transaction term; and

_____ Any compensation that Company will pay to its individual loan originator employee(s) for originating the loan will not be based on a transaction term or a proxy for a transaction term, and such employee(s) will not receive compensation from any other source.

_____ Record Retention: Broker shall retain all documentation including, without limitation, all records sufficient to evidence all compensation it receives from a creditor, a consumer or other person, regarding a Covered Transaction between itself and Lender for a period of not less than three (3) years after the date of its receipt of Compensation, or longer if required by applicable state law.

_____ Annual Attestation of Compliance: As part of the recertification process with Lender, Broker shall provide Lender with a written attestation of its compliance with all aspects of the Compensation Rule.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representative who, by signing below, represents and certifies as having the authority to bind the respective party to this Addendum.

Lender: A&D Mortgage, LLC

Broker: _____

By:

By:

Name:

Name:

Title:

Title:

Address: 899 W Cypress Creek Rd
Fort Lauderdale, FL 33309

Address:

Email: brokerapproval@admortgage.com

Email: