



LENDER-PAID COMPENSATION ADDENDUM  
TO  
BROKER AGREEMENT

Broker Name: \_\_\_\_\_ (“Broker”)

Date of Broker Agreement: \_\_\_\_\_ (the “Agreement”)

This Lender-Paid Compensation Addendum (this “Addendum”) supplements and amends the above-referenced Agreement between Broker and LendSure Mortgage Corp. (“Lender”).

Pursuant to this Addendum and Exhibit A hereto, Broker may elect to receive compensation paid by Lender (“LPC”) on any residential mortgage loan submitted by Broker to Lender (each, a “Loan”).

If Broker elects to receive LPC on a Loan, Broker will be entitled to receive LPC on the following terms, upon closing and funding of the Loan:

Lender Pricing to Borrower(s):	2.00% of Loan Amount to Lender in addition to regular rate sheet pricing, or an equivalent combination of rate and points, as approved by Lender
Additional Required Disclosures by Broker:	Disclosures in compliance with 12 CFR 1026.36(e), as evidenced by an Anti-Steering Disclosure acceptable to Lender
LPC to Broker:	2.00% of Loan Amount

If the borrower(s) elect(s) to finance (stack) points charged by Lender on a particular loan, the percentage amounts above shall be reduced for such loan such that the dollar amount of compensation received by Lender and Broker will not be more than what Lender and Broker would receive if the points were not financed (subject to rounding limitations in calculating the reduced percentage amounts).

If Broker elects to receive LPC on a Loan:

- Broker will receive LPC at the same percentage amount regardless of the type of Loan selected, the conditions of the Loan, or the Loan terms, including interest rate, discount points, etc. While the borrower(s) may pay Lender discount points to reduce the Loan’s interest rate, Lender will not share any of those points with Broker.
- Neither Broker, its loan originators, nor any of Broker’s affiliates may receive any additional fees from the borrower(s) nor any third party other than Lender. For purposes of these prohibitions, “additional fees” include, without limitation, loan application fees, processing fees, underwriting fees, administration fees, or other types of origination fees. Thus, Broker may not receive and retain any portion of these fees if they are paid to Lender. However, Broker may, without violating these prohibitions, collect from borrower(s) fees for payments to third party vendors such as credit reports and appraisals, provided the fee Broker collects is passed through to the credit reporting agency and appraiser and no portion is retained by Broker.
- Broker must establish compensation agreements with its loan originators that comply with the all applicable laws and regulations and with Lender’s policies set forth in this Addendum.
- Broker may not (a) credit any of its LPC to offset a borrower’s closing costs; (b) pay out of Broker’s own funds any of a borrower’s closing costs, (c) rebate to the borrower(s) any portion of the LPC, or (d) otherwise pay the borrower(s) any sum in connection with the Loan.
- Broker agrees to retain records of loan originator compensation for a period of five (5) years and make such records available to Lender upon request.

Each of the undersigned (a "Guarantor"), jointly and severally (if more than one), absolutely and unconditionally guarantees (the "Guarantee") the prompt payment to Lender, including its successors and assignees, of any and all obligations incurred by Broker pursuant to the Agreement (the "Obligations"). Each Guarantor further agrees to repay the Obligations on demand, without requiring Lender first to

enforce payment against Broker. This is a guarantee of payment and not of collection. This is an absolute, unconditional, primary, and continuing obligation and will remain in full force and effect until the first to occur of the following: (a) all of the Obligations have been indefeasibly paid in full, (b) Lender has terminated the Guarantee, or (c) 30 days after the date on which written notice of revocation is actually received and accepted by Lender. No revocation will affect: (i) the then existing liabilities of the revoking Guarantor under the Guarantee; (ii) Obligations created, contracted, assumed, acquired, or incurred prior to the effective date of such revocation; (iii) Obligations created, contracted, assumed, acquired, or incurred after the effective date of such revocation pursuant to any agreement entered into or commitment obtained prior to the effective date of such revocation; or (iv) any Obligations then or thereafter arising under the agreements or instruments then in effect and then evidencing the Obligations. Each Guarantor waives all notices to which the Guarantor might otherwise be entitled by law, and also waives all defenses, legal, equitable, otherwise available to the Guarantor. The Guarantee shall be construed in accordance with the laws of the State of California, and shall inure to the benefit of Lender, its successors and assigns. To the extent not prohibited by applicable law, each Guarantor waives any right to a trial by jury of any claim or cause of action based upon, arising out of, or related to the Guarantee, the Agreement, this Addendum and all other documentation evidencing the Obligations, in any legal action or proceeding. Any such claim or cause of action shall be tried by court sitting without a jury.

**Acknowledged and Agreed To:**

\_\_\_\_\_  
 Broker Name

\_\_\_\_\_  
 Signature of Authorized Signatory

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name of Authorized Signatory

\_\_\_\_\_  
 Title of Authorized Signatory

**Exhibit A**

LENDER-PAID COMPENSATION ELECTION FORM

Broker Name: \_\_\_\_\_ (Broker")

Borrower Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

In connection with the accompanying mortgage loan application submission for the above-referenced Borrower(s) and Property, Broker hereby elects to receive Lender-Paid Compensation in accordance with the terms and conditions of the Lender-Paid Compensation Addendum to the Broker Agreement between Broker and LendSure Mortgage Corp.