



# BROKER COMPENSATION ADDENDUM

As part of the Broker Agreement executed between Vista Point Mortgage, LLC dba Brokers Advantage Mortgage (“Lender”) and \_\_\_\_\_ (“Broker”), Broker and Lender enter into this Broker Compensation Addendum (“Addendum”) thereto. All compensation paid to Broker (“Broker Compensation”) must comply with the Loan Originator Compensation (“LO Comp”) Rule in Regulation Z, which implements the Truth in Lending Act (12 CFR Part 1026). Broker attests that written compensation policies and procedures are in place for its employees and it is fully compliant with all federal, state, and local laws and regulations. Broker attests that all its loan officers are compensated in compliance with the LO Comp Rule of Regulation Z.

Broker hereby makes a Broker Compensation election effective for all mortgage loans registered and funded by Lender on or after the date Lender signs this Addendum. Any changes to this election must be made by written notice under the terms of the Compensation Change Process below.

### Lender Paid Compensation Plan

Any Lender paid compensation shall be Broker’s sole source of compensation for such loan. Accordingly, Broker shall not charge any borrower(s) additional fees nor arrange for any other form of compensation from any other person or entity other than the Lender. Broker’s compensation will be a predetermined percentage of the loan amount, as set forth below:

\_\_\_ 1.00%    \_\_\_ 1.25%    \_\_\_ 1.50%

Once Broker selects Lender paid compensation for a loan, at no point thereafter can Broker’s compensation for such loan be other than Broker’s selected Lender paid compensation level.

### Borrower Paid Compensation Plan

Lender permits compensation to be paid to the Broker directly by the borrower and limits such compensation (i) up to a maximum of 500 basis points for business purpose loans and (ii) up to a maximum of 300 basis points for all other loans.

Broker is required to determine the source of compensation (lender paid or borrower paid) upon the submission of the loan application to Lender. Borrower paid compensation is a financial agreement exclusively between the Broker and borrower that is agreed upon by both parties prior to submission of the loan application to Lender. If Broker submits a loan as borrower paid, but the loan is changed to Lender paid at the time the loan is locked, at no point thereafter can Broker’s compensation for such loan be other than Broker’s selected Lender paid compensation level. Lender will not allow Broker to reduce or otherwise change compensation on a particular loan, unless permitted by applicable law. If borrower paid compensation is selected, under no circumstances may Broker receive compensation, directly or indirectly, from any person other than the borrower in connection with the loan.

### Compensation Change Process

Changes to Lender Paid compensation election may only be made effective for the first date of the next calendar quarter (January 1, April 1, July 1, October 1). A revised and signed Addendum must be submitted at least ten business days prior to the end of the quarter to [brokerapproval@brokersadvantagemtg.com](mailto:brokerapproval@brokersadvantagemtg.com) in order for such change to be considered for the next calendar quarter. Lender reserves the right to accept or reject all compensation change requests. Approved Broker compensation election changes will be provided in writing and go into effect on the first business day of the calendar quarter after the change request is received and approved. If requested, Broker will provide Lender a copy of its Loan Originator Compensation Policy. This policy and the operational procedures followed by the Broker must always comply with all federal, state, and local laws and regulations.

The representative signing below certifies they are duly authorized to bind Broker to all Addendum terms.

#### LENDER:

#### BROKER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_