

## BROKER COMPENSATION ADDENDUM TO WHOLESALE BROKER AGREEMENT

## \*\*\*CURRENT CLIENTS - PLEASE EMAIL THIS COMPLETED FORM TO: TPOapproval@angeloakms.com\*\*\*

This Broker Compensation Addendum ("Addendum") is entered into as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between Angel Oak Mortgage Solutions LLC ("Angel Oak") and \_\_\_\_\_\_\_ ("Broker"); NMLS #\_\_\_\_\_\_. This Addendum amends and supplements the Wholesale Broker Agreement ("Agreement") entered into by and between Angel Oak Mortgage Solutions LLC and Broker. Hereafter when read together, the Agreement and the Addendum shall constitute one integrated document.

WHEREAS, the Agreement describes the compensation to be received by Broker and additional representations and warranties from the Broker to Angel Oak;

WHEREAS, Angel Oak and Broker 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:

- 1. If completed and returned, this Addendum restates and supersedes any and all prior Broker Compensation Addenda to the broker Lending Agreement between the parties.
- 2. Angel Oak and Broker agree that this Addendum will be effective for all mortgage loans registered and assigned an Angel Oak loan number on or after the date of this Addendum. Angel Oak and Broker agree that the compensation levels specified below shall be effective until amended in writing by the Broker, and received by Angel Oak. Any change to this Addendum will be effective on the 1<sup>st</sup> day of the following calendar quarter, and will remain in effect for a minimum of one calendar quarter. If Angel Oak does not receive any change request by the end of each calendar quarter, the prior period compensation Tier will automatically renew until further change requests are received. Angel Oak and Broker agree that the compensation provisions of the Agreement will be supplemented as follows:
  - a. <u>Compensation paid by the Borrower</u>

Angel Oak limits compensation paid by the Borrower to a maximum of 300 basis points. The broker may submit "Borrower-Paid Compensation" loans to Angel Oak with any compensation level up to the maximum allowed. Borrower-Paid Compensation is an agreement of compensation between the Broker and the Borrower, and is agreed to prior to submitting the file to Angel Oak.

b. Compensation paid by the Lender (Angel Oak)

All loans with Lender-Paid compensation must follow the compensation plan in effect at the time the loan is submitted to AOMS. Broker selects the following "Lender-Paid Compensation" level:

□ Tier A: 0.75%	□ Tier B: 1.00%	□ Tier C: 1.25%	□ Tier D: 1.50%	□ Tier E: 1.75%
□ Tier F: 2.00%	□ Tier G: 2.25%	□ Tier H: 2.50%	□ Tier I: 2.75%	

(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.)

We understand 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.

 $\square$  We hereby elect not to use a maximum.

□ We hereby elect to use a maximum of \$\_\_\_\_\_



The Broker acknowledges that when compensation is paid by Angel Oak, 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 AOMS.

The Broker acknowledges that if a Loan funded by AOMS is repaid in full within one-hundred eighty (180) days, or a forbearance request is received within ninety (90) days, immediately following the closing of such Loan, Broker, at AOMS's option and sole discretion, shall reimburse AOMS the amount of any compensation that was paid to Broker by AOMS in connection with the Loan. Broker shall reimburse AOMS within ten (10) days after notice of early payoff or forbearance.

By signing below, we certify that:

- The Broker 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 1026 Regulation Z;
- 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;
- We understand that compensation paid by the Lender ("LPC") can be chosen for a specific branch or company office location, never for a specific subject property or loan, and that all loans originated through a specific branch or company office location must adhere to the LPC chosen for that branch, regardless of the subject property state; and
- We understand that this Broker Compensation Addendum to Wholesale Broker Agreement impacts all loans submitted to Angel Oak from all of our branches or company office locations unless specified below.

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

Broker Name	ANGEL OAK MORTGAGE SOLUTIONS LLC
Signed:	Signed:
Typed Name:	Typed Name:
Title:	Title:
Date:	Date: