



LENDER-PAID COMPENSATION ADDENDUM

This LENDER-PAID COMPENSATION ADDENDUM (this “Addendum”) is executed and delivered by _____ (the “Originator”), pursuant to Subsection 4.01 of that certain Third-Party Origination Agreement (the “Origination Agreement”), dated _____, by and between the Originator and NEXBANK, f/k/a NEXBANK SSB (“NexBank”). Each capitalized term used but not defined in this Addendum shall be defined in accordance with Subsection 1.01 of the Origination Agreement, and all provisions set forth in Sections 1, 7, and 8 of the Origination Agreement shall apply to this Addendum, mutatis mutandis, as if fully set forth in this Addendum.

1. COMPENSATION ELECTION.

With respect each Mortgage Loan that is locked by the Originator during the Selection Period specified in Section 3 below (each, an “Eligible Mortgage Loan”), the Originator elects the option designated below (*only elect one option*) for purposes of calculating the amount of Lender-Paid Compensation that may be payable by NexBank pursuant to the Agreement, in each case subject to the adjustments, conditions, and limitations set forth in the Agreement notwithstanding any contrary provision in this Addendum:

OPTION 1: SAME COMPENSATION FOR ALL STATES. The total amount of Lender-Paid Compensation that may be payable by NexBank with respect to each Eligible Mortgage Loan for which the Originator has earned and become entitled to receive Lender-Paid Compensation pursuant to the Agreement shall be the product of the Principal Balance of such Eligible Mortgage Loan as of the related Origination Date, multiplied by the percentage designated below (*select one percentage only*):

- | | | | | |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> 0.500% | <input type="checkbox"/> 1.000% | <input type="checkbox"/> 1.500% | <input type="checkbox"/> 2.000% | <input type="checkbox"/> 2.500% |
| <input type="checkbox"/> 0.625% | <input type="checkbox"/> 1.125% | <input type="checkbox"/> 1.625% | <input type="checkbox"/> 2.125% | <input type="checkbox"/> 2.625% |
| <input type="checkbox"/> 0.750% | <input type="checkbox"/> 1.250% | <input type="checkbox"/> 1.750% | <input type="checkbox"/> 2.250% | <input type="checkbox"/> 2.750% |
| <input type="checkbox"/> 0.875% | <input type="checkbox"/> 1.375% | <input type="checkbox"/> 1.875% | <input type="checkbox"/> 2.375% | |

In addition, the Originator requests that its Lender-Paid Compensation also include a fee of \$_____.00 (or any other amount determined by NexBank in its sole and absolute discretion).

OPTION 2: DIFFERENT COMPENSATION FOR EACH STATE. The total amount of Lender-Paid Compensation that may be payable by NexBank with respect to each Eligible Mortgage Loan shall be the product of the Principal Balance of such Eligible Mortgage Loan as of the related Origination Date, multiplied by the percentage designated below for the state in which the related Mortgaged Property is located (*insert one percentage for each state, none of which may be greater than 2.750%*):

- | | | | | |
|-----------|-----------|-----------|-----------|-----------|
| AL _____% | HI _____% | MA _____% | NM _____% | SD _____% |
| AK _____% | ID _____% | MI _____% | NY _____% | TN _____% |
| AZ _____% | IL _____% | MN _____% | NC _____% | TX _____% |
| AR _____% | IN _____% | MS _____% | ND _____% | UT _____% |
| CA _____% | IA _____% | MO _____% | OH _____% | VT _____% |
| CO _____% | KS _____% | MT _____% | OK _____% | VA _____% |
| CT _____% | KY _____% | NE _____% | OR _____% | WA _____% |
| DE _____% | LA _____% | NV _____% | PA _____% | WV _____% |
| FL _____% | ME _____% | NH _____% | RI _____% | WI _____% |
| GA _____% | MD _____% | NJ _____% | SC _____% | WY _____% |

In addition, the Originator requests that its Lender-Paid Compensation also include a fee of \$_____.00 (or any other amount determined by NexBank in its sole and absolute discretion).

2. COMPENSATION MINIMUM & MAXIMUM.

Notwithstanding the election and selections made by the Originator in Section 1 above, the total amount of Lender-Paid Compensation that may be payable by NexBank with respect to any Eligible Mortgage Loan shall not be less than \$ _____ .00 (or any other amount determined by NexBank in its sole and absolute discretion) and shall not be greater than \$15,000.00 (or any other amount determined by NexBank in its sole and absolute discretion), in each case subject to the adjustments, conditions, and limitations set forth in the Agreement notwithstanding any contrary provision in this Addendum.

3. MISCELLANEOUS.

The election and selections made by the Originator in this Addendum (collectively, the “Current Selection”) shall be effective during the period of time (the “Current Selection Period”) from the date on which the Originator submits a signed copy of this Addendum to NexBank by upload to the Comergence portal (the “Current Selection Date”) through the date on which the Originator submits a signed copy of its next successive Lender-Paid Compensation Addendum to NexBank by upload to the Comergence portal (the “Next Selection Date”); provided however, if the Next Selection Date occurs before the one (1) month anniversary of the Current Selection Date (the “Earliest Selection Date”), then the election and selections made by the Originator in the next successive Lender-Paid Compensation Addendum shall not become effective until the Earliest Selection Date.

Notwithstanding any contrary provision in this Addendum, (a) the aggregate amount of compensation charged by the Originator across all Persons in connection with any Mortgage Loan shall not exceed the lesser of (i) the maximum amount of compensation permitted by any Applicable Requirement, and (ii) the total amount of compensation disclosed to the Mortgagor in any Loan Document, and (b) the aggregate amount of compensation paid to the Originator across all Persons in connection with any Mortgage Loan shall not exceed the least of (i) the maximum amount of compensation permitted by any Applicable Requirement, (ii) the total amount of compensation disclosed to the Mortgagor in any Loan Document, (iii) the reasonable value, as determined by NexBank in its sole and absolute discretion, of all Applicable Services performed by the Originator in connection with the Mortgage Loan, and (iv) the customary amount, as determined by NexBank in its sole and absolute discretion, which is typically charged or paid for origination services of the same type as the Applicable Services provided by the Originator (A) with respect to mortgage loans as the same type as the Mortgage Loan, and (B) in the same jurisdiction where the Mortgaged Property is located.

ON AND AS OF THE CURRENT SELECTION DATE, THE ORIGINATOR HEREBY (A) RATIFIES AND CONFIRMS EACH AGREEMENT, COVENANT, OBLIGATION, REPRESENTATION, AND WARRANTY MADE BY ORIGINATOR IN THE AGREEMENT AND EACH APPLICABLE ADDENDUM, (B) ACCEPTS AND ASSENTS TO EACH SUPPLEMENTAL PROVISION IN THE NEXBANK GUIDE, AND (C) COVENANTS AND AGREES THAT THE ORIGINATOR SHALL CLEARLY AND CONSPICUOUSLY DISCLOSE TO EACH MORTGAGOR THE AGGREGATE AMOUNT OF ALL COMPENSATION PAID OR PAYABLE TO THE ORIGINATOR IN CONNECTION WITH SUCH MORTGAGOR’S MORTGAGE LOAN, INCLUDING WITHOUT LIMITATION ALL COMPENSATION PAID OR PAYABLE BY NEXBANK IN CONNECTION WITH SUCH MORTGAGE LOAN.

IN WITNESS WHEREOF, the Originator has caused this Addendum to be duly executed as of the date set forth below.

BY _____,
as the Originator:

Signed: _____

Name: _____

Title: _____

Date: _____