

This Broker Compensation Addendum (“Comp Addendum”) is made and entered into as of the Effective Date by and between the undersigned “Broker” and Castle Mortgage Corporation, a Delaware corporation, d.b.a. Excelerate Capital<sup>2</sup> (“Lender”), a Delaware corporation. This Comp Addendum supplements the Broker Agreement (“Agreement”) entered into by and between Lender and Broker.

Lender complies with applicable laws and regulation including, but not limited to, the mortgage loan originator (“MLO”) rules found in Regulation Z (12 CFR 226), implementing the Federal Truth-in-Lending Act (TILA). Broker certifies that it has written compensation plans for each of its MLO’s and is in compliance with all laws and regulations.

### COMPENSATION SELECTION – NONQM - DSCR

In accordance with TILA, this Comp Addendum establishes the agreed-upon compensation between Lender and the Broker. For every loan transaction submitted to Lender, Broker must elect to enter into either a Lender Paid and/or Borrower Paid transaction at time of lock request. Lender only offers forward loans that are designated as Closed- Ended Loans which are governed by Regulation Z and TILA.

#### LENDER PAID COMPENSATION PLAN

Under a Lender Paid Plan, compensation will be established as a percentage of the loan amount, paid by the lender to the Broker. The Broker must pre-select one of several compensation tiers below, with total compensation from .500% to 2.000%, in increments of .500% (e.g., .500%, 1.000%).

#### BROKER MAY SELECT FROM THE FOLLOWING COMPENSATION TIER (PLEASE SELECT ONLY ONE):

***\*Please select comp for LOS System Purposes***

.500%  1.000%  1.500%  2.000%

<sup>2</sup> The “Lender” shall be Castle Mortgage Corporation, a Delaware corporation, except in states in which it has obtained the fictitious business name “Excelerate Capital”.

### **BORROWER PAID COMPENSATION PLAN**

Under a Borrower Paid Plan, the Broker may negotiate and establish compensation directly with the borrower and will be paid to the broker by the borrower. Broker compensation may not vary with the terms of the transaction.

### **ADDITIONAL PROVISIONS**

This section describes allowable compensation that Broker may pay to his/her/its Loan Officers. The Broker is responsible for complying with all aspects of TILA, including but not limited to, compensation to his/her/its loan officers. If the Broker selects a Borrower-Paid Plan for a specific loan, the Broker must compensate the loan officer on either a salary or hourly basis. Bonuses paid to loan officers are allowed as long as they are not based on a specific loan. For example, bonuses are allowed to be paid on overall volume or quality. If the Broker selects a Lender-Paid Plan for a specific loan, the Broker may compensate the loan officer as a fixed percentage of the loan amount with or without a fixed minimum or maximum dollar amount, but cannot vary with different levels or tiers of loan amounts. The Broker may also split his/her/it's compensation with the loan officer as long as the amount is a fixed percentage or fixed dollar amount. The Broker may not pay the loan officer on the terms, conditions, or interest rate of any loan. The Broker may not compensate a loan officer on factors that are considered proxies of loan terms such as the credit score or debt-to-income ratio. If the Broker has multiple branches, all loan officers of each branch must only be paid based on the compensation agreement in place for their branch, and may not submit loans through another branch on a different compensation agreement. If the Broker chooses to submit one loan to Lender under a Borrower-Paid Plan, and another loan to Lender under a Lender-Paid Plan, the Broker must still pay each loan officer in accordance with TILA as stated above. The Broker must have written compensation agreements in place with each of his/her/its loan officers. These compensation agreements may change periodically but cannot change by loan. Thus, if the loan officer receives a salary and the Broker changes a loan from one Plan to the other, the Broker must continue to pay the loan officer on a salary basis. Also, if the Broker's processor also originates any loan, then the Broker must comply with this regulation and pay the processor as per the above. There may be other forms of acceptable and unacceptable compensation. This paragraph is only intended to outline Broker responsibilities as they relate to compensation of loan officers. The Broker should refer to the TILA regulation(s) for further guidance and/or seek professional legal advice.

### **MODIFICATIONS**

Brokers cannot change plans on a per-loan basis. Established compensation via this Comp Addendum will remain in effect for thirty (30) days under the Lender-Paid Plan. Brokers may choose to change the compensation indicated in the Comp Addendum as often as every thirty (30) days by notifying Lender in writing. An amended Comp Addendum will be prepared stating the new compensation amount and must be executed by both Broker and Lender. Changes will be effective within 24 hours of Lender receiving and approving the signed amended Comp Addendum. Once the modification of the Comp Addendum is made, the Broker is responsible for managing loans in his/her/its pipeline to ensure each loan complies with all Federal, State, County, and Local regulations as well as Lender policies.

### **TERM**

This Comp Addendum shall remain in effect indefinitely until terminated by mutual agreement or at the sole discretion of Lender. Upon termination, Broker's compensation will immediately cease and Lender will not be obligated to pay Broker any additional monies.

### **EFFECTIVE DATE**

This Comp Addendum is effective upon the later date of both Parties' acceptance and will be applied at the time the interest rate is set on each loan (date of lock or re-lock). If modifications are subsequently made to the Agreement and/or the Comp Addendum, compensation will be paid in accordance with the Agreement and/or the Comp Addendum in effect at the time the interest rate is set for each loan (date of lock or re-lock). Subsequent modifications will not be applied to loans already locked or re-locked.

### ENTIRE AGREEMENT

This Comp Addendum supersedes any and all agreements, either oral or written, between the parties hereto with respect to Broker compensation, and governs any Schedules subsequently entered into between Lender and Broker, excepting the Wholesale Mortgage Broker Agreement and its Addendums, as well as any and all Lender policies which are incorporated herein by reference and remain in full force and effect. Both Parties agree that no representations, inducements, promises, or agreements (oral or otherwise) have been made by any Party or anyone acting on behalf of any Party, which are not embodied herein; and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification of this Comp Addendum will be effective only if it is in writing and signed by both Parties.

### GOVERNING LAW

This Comp Addendum shall be governed by, construed, and enforced under the laws of the State of California, County of Orange, without conflict of any law. If any provision of this Comp Addendum is found to be invalid, such invalidity shall not affect any other provision hereof.

### COUNTERPARTS

This Comp Addendum may be executed in counterparts, each of which shall be deemed an original, and both of which, taken together, shall constitute one and the same instrument.

### ELECTRONIC RECORD

My transmission of this Comp Addendum as an electronic record containing my electronic signature, as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this Comp Addendum containing a facsimile of my signature, shall be as effective, enforceable, and valid as if a paper version of this Comp Addendum were delivered containing my original written signature.

### INDEMNIFICATION

Broker indemnifies and holds Lender harmless from Broker's violation of TILA and accordingly agrees to cover any losses incurred by Lender, which includes, but is not limited to, losses incurred through borrower's rescission of any loan.

### COMPLIANCE CERTIFICATION

Broker agrees to comply with the applicable TILA regulation as it relates to compensation. Broker certifies to Lender that Broker has read and understands the regulation mentioned above, and is in compliance with all requirements of the regulation and has established written compensation agreements with each of his/her/its originators including loan officers, producing managers and/or applicable loan processors, and will compensate these originators in accordance with the regulation. Broker further certifies that every loan under the Lender-Paid Plan contains a Safe Harbor document in compliance with the Anti-Steering provision, and that he/she/it maintains a signed document on each loan by all borrowers indicating the loan with the (1) lowest posted interest rate; and (2) lowest posted interest rate for any loan with risky features such as pre-payment penalties or balloons; and (3) interest rate with the lowest cost.

Subject to the foregoing, all other terms, conditions, and provisions of the Agreement are affirmed, incorporated herein by reference, and shall remain in full force and effect. All terms not otherwise defined herein shall have the meaning specified in the Agreement.



# BROKER COMPENSATION ADDENDUM

## WHOLESALE BROKER APPLICATION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written below.

### BROKER

**CASTLE MORTGAGE CORPORATION,  
A DELAWARE CORPORATION,  
DBA EXCELERATE CAPITAL (where applicable)**

\_\_\_\_\_  
(Signature of Broker)

\_\_\_\_\_  
(Signature of Authorized Person)

\_\_\_\_\_  
(Printed Name of Broker)

\_\_\_\_\_  
(Printed Name of Authorized Person)

\_\_\_\_\_  
(Title of Broker)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Effective Date)

### OFFICER/PARTNER(S)/SOLE PROPRIETOR

*(if authorized person is broker, leave blank)*

\_\_\_\_\_  
(Signature of Authorized Person)

\_\_\_\_\_  
(Printed Name of Authorized Person)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Effective Date)