



**Broker Agreement Addendum**  
**Compensation Agreement**

**EFFECTIVE DATE:** \_\_\_\_\_ **20** \_\_\_\_\_

Company Name: \_\_\_\_\_ (Broker)

Company NMLS #: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

Please provide a list of all branch offices approved by Oaktree Funding Corporation and their current address, city, state, zip and telephone numbers to allow us to validate and update the accuracy of our records

This addendum is incorporated into and constitutes a part of the mortgage broker agreement contract between Broker and Oaktree Funding Corporation, hereinafter referred to as "OFC":

**Lender Paid Compensation**

Broker acknowledges and agrees that all loans with lender paid compensation will be based on the following:

\_\_\_\_\_ %  
Per loan as calculated on the total loan amount .

Optional: \*minimum amount of \$ \_\_\_\_\_ \*\*and a maximum (cap) of \$ \_\_\_\_\_

\* We do not recommend setting any amount since this could affect the approval of your loan.

\*\*By selecting a maximum amount you have the opportunity to pay part of the closing costs with the amount over the maximum stated. Example: – Loan Amount \$600,000.00 with 2% Lender Paid Compensation would be \$12,000.00. By placing a maximum cap of \$9,000.00 to Broker the additional \$3,000.00 can be applied to the closing cost. In this example, the Broker is not allowed to receive any of the unused credit.

All compensation paid will be subject to federal, state agency(ies) and any regulatory predatory lending calculations and restrictions. Minimum and maximum amounts must be whole dollars only.

Broker Initials \_\_\_\_\_



**Modification**

Broker understands and agrees that this agreement may be modified on a quarterly basis. This shall be on a calendar basis with a start date of April 1, 2011. To be eligible for modification the Broker must close more than 3 loans in the prior quarter. Should the Broker close less than 3 loans in the prior quarter any request will be automatically declined per the current Federal Loan Officer Compensation Rule.

**Anti-Steering & Safe Harbor Compliance**

Broker hereby represents, warrants and covenants that, with regard to each loan and loan file that Broker submits to OFC: (i) Broker, and Broker's officers, employees and agents (together, "Representatives) at all times have complied, and will continue to comply, with any and all Law (defined below), (ii) Broker and its Representatives have not, and will not, steer any borrower into consummating a transaction that is not in the borrower's best interest, or that results in the Broker or any other person receiving greater compensation other than expressly permitted under 12 C.F.R. §226.36, (iii) Broker has presented, and will present, to each borrower a written Loan Options disclosure fully satisfying the "Safe Harbor" requirements provided for in 12 C.F.R. §§ 226.36(e)(2) and 226.36(e)(3).

As used herein, the term "Law" means any and all applicable Federal, state and local laws, statutes, regulations, rules, orders, ordinances and requirements, each as amended from time to time, including (without limitation) the provisions governing compensation to loan originators under the Truth In Lending Act (15 U.S.C. §§ 1601 et. seq.) and Regulation Z (12 C.F.R. §§ 226.1 et.seq.), and the "Anti-Steering" and "Safe Harbor" provisions specifically provided for as 12 C.F.R. § 226.36(e).

Broker hereby acknowledges and represents that Broker has read the foregoing, understands it, is signing this document voluntarily, and understands that, in continuing to do business with Broker, and for each loan file the Broker submits, OFC is relying on the representations, warranties and covenants provided for herein. No oral representations, statements or inducements apart from the foregoing written agreement have been made. The signatory below has been duly authorized to execute this Addendum for Broker as per the appropriate resolution, licensing or current broker agreement on file with OFC.

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*Broker of Record / Authorized Signer*

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*Date*



**BROKER COMPENSATION QUESTIONNAIRE &  
ACKNOWLEDGEMENT**

Broker hereby acknowledges that Broker must comply with the loan originator compensation rules under 12 C.F.R. §226.36 (“Compensation Rules”) for all loan files received by Oaktree Funding Corporation. Broker hereby acknowledges that the Compensation Rules apply to every LOAN THAT IS LOCKED AFTER MARCH 31, 2011.

By initialing below, Broker represents warrants and covenants, with respect to every loan file submitted to OFC, as of the date of submission, and at all times thereafter, as provided below:

	<b>Broker Initials</b>
Any and all of Broker’s compensation plans for its loan officers are fully compliant with the requirements of the Compensation Rules.	
None of Broker’s compensation agreements are based on any term or condition of any particular loan or transaction other than the loan amount, or any “proxy” for any term or condition of any loan or transaction, as such terms are used in the Compensation Rules, including by way of example but not limitation, LTV, existence or lack of a prepayment penalty, program type (FHA, VA, conventional), interest rate or APR, consumer’s credit score, purchase vs. refinance, 1 <sup>st</sup> vs. 2 <sup>nd</sup> lien and similar items.	
For every loan where any compensation is paid directly by the consumer, as such phrase is used in the Compensation Rules, compensation to Broker’s loan officers is bases solely on a salary or hourly structure and no loan officer will be paid any commission in connection with that loan.	
For every loan where compensation is NOT paid directly by the consumer, as such phrase is used in the Compensation Rules; OFC will pay solely on a fixed percentage of the loan amount, subject to any fixed minimum or maximum dollar limits established by OFC in advance.	
For every loan where compensation is NOT paid directly by the consumer, as such phrase issued in the Compensation Rules, neither Broker nor any of its loan officers will receive compensation from any other person or entity in connection with that loan.	
Broker will include with every loan file submitted to OFC, factual documentation of compliance with the safe harbor and anti-steering provisions of the Compensation Rules, including copies of an executed Loan Options Disclosure.	
Records of compensation policies and of the loan-level compensation paid to loan originators will be retained for a minimum of five (5) years or such longer period as may be required by law. At any time upon reasonable request, Broker will provide OFC the ability to access and copy all such records for the purposes of determining compliance, or in the event of any claim, audit or examination.	