

# Lender Paid Compensation Agreement

**Broker Name:** \_\_\_\_\_

This Agreement shall serve as an Addendum to, and is hereby incorporated to be part of, the Mortgage Broker Agreement between Broker and Nexera Holding LLC dba Newfi Lending ("Lender") dated \_\_\_\_\_. This Agreement may only be updated by a signed writing, subject to the terms set forth below.

**Change Request** (*must be greater than 60 days from any previous change*) - Date Submitted:

The effective date for the new compensation declaration shall be (client to select):

- The 1st day of the month following the change request submitted date. OR
- 3 business days from the Change Request date.

**The date of the initial Loan Estimate of an applicable transaction shall determine the compensation that is in effect for any particular loan.**

Broker agrees that any compensation to be paid pursuant to this Agreement is and will be its sole source of compensation related to any applicable loan. Broker shall not charge any applicable borrower(s) additional fees nor arrange to receive any other form of compensation from any other person or entity other than the Lender, pursuant to the terms set forth herein.

**Broker and Lender hereby agree that Broker will be compensated loans that are closed and funded pursuant to the terms of the Mortgage Broker Agreement. Compensation will be a pre-determined percentage of the loan amount, as set forth below. For conventional loans, the designated percentage shall be based on the loan amount as set forth on the applicable promissory note. For FHA loans, the designated percentage shall be based on the Total Loan Amount, reflecting the base loan amount plus any applicable mortgage insurance premium that is financed as part of the loan.**

**Compensation Selection (select one only):**

<input type="checkbox"/> 0.50%	<input type="checkbox"/> 0.625%	<input type="checkbox"/> 0.75%	<input type="checkbox"/> 0.875%	<input type="checkbox"/> 1.00%
<input type="checkbox"/> 1.125%	<input type="checkbox"/> 1.25%	<input type="checkbox"/> 1.375%	<input type="checkbox"/> 1.50%	<input type="checkbox"/> 1.625%
<input type="checkbox"/> 1.75%	<input type="checkbox"/> 1.875%	<input type="checkbox"/> 2.00%	<input type="checkbox"/> 2.125%	<input type="checkbox"/> 2.25%

**Compensation Minimum (optional): \$**

**(maximum allowed: \$2,500)**

**Compensation Maximum (optional): \$**

**Optional Flat Fee – Up to \$650: \$**

## **LOAN ORIGINATOR COMPLIANCE DECLARATIONS:**

Broker hereby represents, warrants and covenants that, with regard to each loan and loan file that Broker submits to Nexera Holding LLC dba Newfi Lending ("Lender"): (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, Lender 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 Lender.

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Authorized Signature (Principal Broker/Owner)

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Date

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Print Name and Title