

BROKER LOAN ADDENDUM

This Addendum, entered into by and between Mid America Mortgage, Inc. ("Mid America") and the undersigned Customer, supplements and /or amends, and is attached to and made a part of, the Mid America Master Broker/Correspondent Agreement between these same parties, dated _____ (this Addendum and the Master Broker/Correspondent Agreement being sometimes collectively referred to as this "Agreement"). The parties agree as follows:

1.1 (a) Upon receipt of all applicable Original Credit Documents, Mid America shall, within a reasonable period of time, consider the Original Credit Documents for the purpose of making a Mortgage Loan under the terms and conditions of this Agreement, and shall advise Customer of its decision.

(b) Mid America retains the right, in its sole discretion, to decline acceptance or approval of any Mortgage Loan application. The exercise of this right by Mid America shall not, in any way, affect Customer's obligation under this Agreement.

(c) Upon acceptance and approval of any Broker Loan, Mid America, in its sole discretion, may issue a Commitment to the Borrower for funding by Mid America stating, terms and conditions subject to which Mid America will fund the Brokered Loan. Commitment letters shall be effective only if executed by individuals who are duly authorized by Mid America to do so.

(d) Mid America reserves the right to fund any Broker Loan in its sole discretion, at the interest rate established by Mid America. All Broker Loans shall be closed by a title agency or settlement attorney approved by Mid America on Mortgage Loan documents generated by Mortgage Machine. No officer, employee or agent of Customer shall close any Broker Loan.

(e) Mid America shall be responsible for all HMDA reporting and for 1098 reporting of origination fees, discount points, and pre-paid interest to the Internal Revenue Service for Mortgage Loans originated as a Broker Loan purchased by Mid America under the terms of this Agreement.

(f) Each party's rights under this Agreement are non-exclusive, with each party being free to contract with other parties for the purposes set forth herein.

2.1 (a) Broker covenants and agrees to establish and maintain compensation agreements with each of its loan officers in compliance with the Final Rule.

(b) For each transaction, Broker shall have the option to select either lender paid compensation or borrower paid compensation. Broker must make its selection before the loan application is submitted to Mid America.

(c) Lender paid compensation will be based on a previously established percentage of the loan amount. Mid America may, in its discretion at any time, prospectively change the compensation percentage in effect. If lender compensation is selected, the borrower cannot pay any compensation to Broker or any loan originator and neither Broker nor any loan originator shall accept any such additional

compensation, directly or indirectly, from the borrower or any other source. On the date of this Addendum, the per transaction lender paid compensation percentage of the loan amount in effect between Broker and Mid America is ____%.

(d) Borrower paid compensation shall be negotiated by Broker directly with the Borrower. Broker covenants and agrees to charge consistent, fair and reasonable compensation fees in compliance with all applicable laws and regulations including, without limitation, Regulation Z, the Home Mortgage Disclosure Act, the Real Estate Settlement Procedures Act, and state high cost loan tests. If borrower compensation is selected, Broker covenants and agrees that neither Broker nor any loan originator will accept compensation, directly or indirectly, from any source other than the borrower. In no event shall premium pricing or any other loan term be used to compensate Broker or any loan originator.

(e) Broker represents, warrants, covenants and agrees that Broker shall, at all times, comply with the provisions of Section 226.36 of the Truth in Lending Act and of the Final Rule including, without limitation, prohibitions relating to compensation based on loan terms, the single source compensation limitations, steering prohibitions and record retention requirements.

(f) Broker acknowledges and agrees that any compensation received pursuant to the Broker Agreement upon funding of any transaction shall not be considered earned until all obligations and contingencies under the Broker Agreement have been fully and completely satisfied.

3.1 (a) All capitalized, defined terms shall have the same meaning as in the Agreement, unless a different definition is provided in this Addendum.

(b) To the extent of any conflict in the provisions of this Addendum and the Agreement, such conflict will be resolved in accordance with the terms and conditions of this Addendum.

(c) The parties ratify and confirm all of the terms and conditions of the Agreement, except as supplemented or amended by this Addendum.

CUSTOMER:

By: _____

Name: _____

Title: _____

MID AMERICA:

Mid America Mortgage, Inc.

By: _____

Brett J. Robinson

Division Manager – 1st Tribal Lending