

AMENDMENT TO NATIONS DIRECT MORTGAGE, LLC MORTGAGE BROKER AGREEMENT

Amendment dated as of September 17th, 2015, (this "Amendment"), among NATIONS DIRECT MORTGAGE, LLC (the "Lender") and _____ (the "Broker").

RECITALS

WHEREAS; The Lender and Broker, have previously entered into that certain Mortgage Broker Agreement, (the "Existing Mortgage Broker Agreement");

WHEREAS; The Lender and Broker, have agreed, subject to the terms and conditions of this Amendment, that the Existing Mortgage Broker Agreement be amended to reflect certain agreed upon revisions to the terms of the Existing Mortgage Broker Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants herein contained, the Lender and Broker hereto hereby agree as follows:

AMENDMENTS

SECTION 1. Amendment to Existing Mortgage Broker Agreement. Section 4(g) of the Existing Mortgage Broker Agreement is hereby amended and restated in its entirety to read as follows:

”(g) **Compliance with Laws.** Lender is committed to complying with all laws and regulations governing the origination, funding, and servicing of mortgage loans and requires that Broker shall comply with all laws and regulations applicable to it as a Broker under any and all Federal regulations, as governed by the Consumer Financial Protection Bureau (CFPB) or any other federal agency. These federal regulations include, but are not limited to the following, as they read today and as they may be amended under the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank); the Real Estate Settlement Procedures Act and Regulation X (RESPA), the Truth in Lending Act and Regulation Z (TILA), the Equal Credit Opportunity Act and Regulation B (ECOA), the Fair Housing Act, Fair Credit Reporting Act, the Privacy Act, the Fair Debt Collections Practices Act, the SAFE Act, the Bank Secrecy Act, and all other local state and federal laws and regulations that govern mortgage origination and the services appurtenant thereto. The Broker shall strictly comply with all applicable laws, rules and regulations relating to the origination of mortgage loans, including without limitation, any and all laws, rules and regulations prohibiting predatory lending, lending discrimination, and unfair or deceptive practices. **As of October 3rd, 2015 and on all dates thereafter, Broker shall strictly comply with TILA-RESPA Integrated Disclosure rule (“TRID”) amending both Regulation Z and Regulation X as well as all promulgated rules and regulations relating thereto.”**

SECTION 2. Amendment to Existing Mortgage Broker Agreement. Section 4(k) of the Existing Mortgage Broker Agreement is hereby amended and restated in its entirety to read as follows:

”(k) **Initial Disclosures.** Broker is responsible for the timely delivery of all initial disclosures to the borrower as defined by the above referenced regulations and applicable to a brokered transaction. Specifically, the borrower will be expected to be provided an accurate and timely Good Faith Estimate (GFE) of charges as required under RESPA within three (3) days of receipt of an application from the borrower, as defined under that Act. The Lender will rely on this upon submission of the application to the Lender to generate the disclosures then required from the Lender. **As of October 3rd, 2015 and on all dates thereafter, Broker is responsible to provide, in strict compliance with all applicable laws, rules and regulations, an accurate and timely Loan Estimate (“LE”) of charges within three (3) days of receipt of an application from the borrower, as defined and required under TRID, or elect the option to have the Lender disclose the LE to the borrower(s) provided an acceptable submission package is received by the Lender within 24 hours of an application from the borrower and provided that the Broker has elected that option in writing per the Broker LE Election Form.”**

SECTION 3. Amendment to Existing Mortgage Broker Agreement. The following sentence is added at the end of the lead in paragraph of Section 5 of the Existing Mortgage Broker Agreement:

“As of October 3rd, 2015 and on all dates thereafter, the Broker shall strictly comply with TRID and all laws, rules, and regulations promulgated thereunder.” Broker agrees that at all times, and with every mortgage application, to strictly comply these statutes, as well as with any state-specific laws, rules or regulations that would apply to a given mortgage loan.

SECTION 4. Conditions Precedent. The effectiveness of this Amendment shall be subject to the satisfaction of the following conditions precedent: Lender shall have received this Amendment, executed and delivered by duly authorized officers of the Broker.

SECTION 5. Limited Effect. Except as amended hereby, the Existing Mortgage Broker Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in the Existing Mortgage Broker Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to, or with respect to, the Existing Mortgage Broker Agreement, any reference in any of such items to the Existing Mortgage Broker Agreement being sufficient to refer to the Existing Mortgage Broker Agreement as amended hereby.

SECTION 6. Representations. In order to induce Lender to execute and deliver this Amendment, the Broker hereby makes all of the representations and warranties set forth in the Existing Mortgage Broker Agreement as of the date hereof and further represents to Lender that as of the date hereof, that the Broker is in strict and full compliance with all of the terms and conditions of the Existing Mortgage Broker Agreement and each and every agreement or document relating thereto to which it is a party and no breach, default or event of default has occurred and is continuing under the Existing Mortgage Broker Agreement or any other agreement or document between the Broker on the one hand, and Lender on the other hand.

SECTION 7. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of California in effect at the time of execution hereof and applicable to agreements executed and performed in California, without giving effect to the conflict of laws principles thereof.

SECTION 8. Counterparts. This Amendment may be executed by each of the parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Existing Mortgage Broker Agreement to be duly executed as of the date first above written.

SIGN HERE

_____, as Broker

Name: _____

Title: _____

Date: _____

NATIONS DIRECT MORTGAGE, LLC

Name: _____

Title: _____

Date: _____