
MORTGAGE BROKER AGREEMENT - BUSINESS PURPOSE LOAN ADDENDUM

Company Legal Name: _____ **NMLSID#:** _____

Db a (if any): _____ **Account Executive:** _____

This BUSINESS PURPOSE LOAN ADDENDUM (herein referred to as "Addendum") is entered into this _____ day of _____, 20 _____, by and between Nations Direct Mortgage, LLC (herein referred to as "Lender") and _____ (herein referred to as "Broker"), collectively "The Parties") both of whom agree to be bound by this addendum and the original Mortgage Broker Agreement that it pertains to.


Whereas, broker is in the business of marketing, soliciting and processing business purpose mortgage loans;

Whereas, Lender is in the business of funding business purpose mortgage loans;

Whereas, Lender desires to receive business purpose loans from Broker which are originated and processed by Broker for the purpose of funding said loans for borrowers that qualify under the loans terms offered by Lender;

Now Therefore, in consideration of mutual promises contained herein, and in the original Mortgage Broker Agreement executed by the parties, the receipt of which is hereby acknowledged, the parties agree to the following amendments.

1. No term of this addendum is meant to replace any item or items within the original Mortgage Broker Agreement executed by the parties. All items in this amendment are intended to address specific concerns as it relates to business purpose loans only. All other programs and products offered by the lender and originated by the broker are covered in the original Mortgage Broker Agreement.
2. Broker agrees to maintain licensing for their company and that of their Loan Officers, as required by each applicable state for which it intends to conduct business purpose loan originations, if so required by the state.
3. For the purposes of this addendum only, Broker will submit Applications for business purpose programs which are limited to loans that are (1) secured by real property intended to be used for business purposes and which is not at any point in time a primary or secondary residence of any borrower who is directly or indirectly obligated for such loan, nor the family member of such loan (2) not considered a consumer loan or consumer purpose loan. (Consumer purpose loans are addressed in the original Mortgage Broker Agreement, refer to that agreement for information regarding the submission of other loan programs.)
4. Broker agrees that due to the classification as business purpose for which this addendum covers, the laws intended to protect consumers taking out consumer purpose loans, such as the Truth in Lending Act (15 U.S.C. §1601 et seq.), the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.), the Secure and Fair Enforcement Mortgage Licensing Act (12 U.S.C. §5101 et seq.), the Gramm-Leach-Bliley Act (15 U.S.C. §6802-6809) and the Homeowner's Protection Act (12 U.S.C. §4901 et seq.) may not be or are not applicable to this transaction.
5. Broker agrees that neither it, nor its Loan Officers will steer an Applicant into a loan or program that will benefit the applicant less than other loan programs.

Broker & Owner 

6. Broker understands the difference between a consumer purpose loan and business purpose loan and will ensure that no loans submitted to Lender as business purpose loans shall have any consumer purpose and are not bound by compliance with any regulations governing consumer purpose loans, such as TILA and RESPA.

7. Broker represents that it has no knowledge for any loan, regarding the applicants or the subject property, which would cause the loan or the subject property to become an unacceptable investment on the secondary market, nor any knowledge that any loan may become delinquent, pay off early (within 6 months of the first payment date) or adversely affect the value or marketability of any such loan.

8. Broker agrees that loans submitted for business purpose will be paid under a Borrower Paid Compensation model only and are not subject to the Lender Paid Compensation plan previously or subsequently signed as part of the original Mortgage Broker Agreement. Business purpose loans are restricted to a maximum of 5% total fees based on the Total Loan Amount calculation.

9. Broker agrees that all fees charged to the borrower are appropriate for the value of services provided and comply with all applicable laws and state regulations.

10. Broker agrees that nothing in this addendum shall create or be deemed to create a partnership, joint venture, agency or employment relationship between Lender and Broker, and Broker will not hold itself out as a branch or affiliate of Lender and will not represent that it can bind Lender.

11. This addendum shall be effective as of the date herein referenced and shall continue until terminated by either party. Either party may terminate this addendum at any time by providing written notification to the other party. If Lender terminates this agreement, such termination will be effective immediately.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized officers as of the date first above written.

Nations Direct Mortgage	Broker of Record	Principal Officer/Owner
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Signature: _____

Signature:

Signature:

Name: _____

Name:

Name:

Title: _____

Title:

Title:

Date: _____

Date:

Date: