
**FIRST SUPPLEMENTAL AGREEMENT TO BROKER COMPENSATION ADDENDUM TO
WHOLESALE BROKER AGREEMENT**

This First Supplemental Agreement ("Supplemental Agreement") entered into as of the _____ day of _____, 20_____, ("Effective Date") by and between Citadel Servicing Corporation, a California corporation, doing business as Acra Lending ("Acra") and _____ ("Broker"), supplements the Broker Compensation Addendum ("Compensation Addendum") to the Wholesale Broker Agreement ("Broker Agreement") entered into between Acra and Broker. Hereafter when read together, this Supplemental Agreement, the Compensation Addendum and the Broker Agreement shall constitute one integrated document. As used herein, each Capitalized term shall have the meaning assigned thereto in the Broker Agreement and the Compensation Addendum.

WHEREAS, this Supplemental Agreement describes the compensation that Broker may elect to receive for those certain brokered mortgage loans described below;

WHEREAS, Acra and Broker have agreed upon the terms to be included in this Supplement as in the best interests of the parties.

NOW THEREFORE, in consideration of the mutual undertakings and covenants set forth in this Supplemental Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For any eligible mortgage loan application submitted by Broker to Acra for a non-owner occupied, business purpose loan with a pre-payment penalty, on a loan by loan basis, Broker may elect to receive both (i) Lender-Paid Compensation; and (ii) Borrower-Paid Compensation; *provided that*, the aggregate of any and all compensation received by Broker for the mortgage loan will not exceed three percent (3%).
2. If one or more of the first four (4) payments due on a mortgage loan is paid more than sixty (60) calendar days after the date on which such payment was due, then Broker shall pay to Acra all the Lender-Paid Compensation that was paid to Broker by Acra with regard to such mortgage loan. A payment due from Broker, in accordance with this paragraph, shall be paid in full to Acra by Broker not later than ten (10) calendar days following Acra's notice to Broker that such payment is owing.
3. Acra is hereby authorized, at any time and without presentment, demand, protest or other notice of any kind to Broker or to any other person, any such notice being expressly waived, to set off from any amounts due Broker from Acra, any and all amounts due Acra from Broker. This remedy is in addition to any other remedy Acra may have at law, equity or contract.
4. Broker shall be solely responsible for the payment of compensation to its Mortgage Originators. Broker agrees that all compensation paid by Broker to Broker's Mortgage Originators will conform with all of the requirements of TILA, Regulation Z, and the Official Staff Commentary of the CFPB, as well as all applicable law.
5. Acra and Broker agree that this Supplemental Agreement will be effective for those certain mortgage loans described above that are registered and assigned a Acra loan number on or after the Effective Date of this Supplemental Agreement. Any change to this Supplemental Agreement must be made in writing signed by both parties and will be effective immediately until changed.

By signing below, Broker certifies that:

- Except as supplemented herein, the Broker Agreement and the Compensation Addendum, and all of the terms and conditions in the Broker Agreement and the Compensation Addendum remain unchanged, valid and enforceable, including but not limited to, the representations and warranties contained therein.
- Broker is, and shall remain, in compliance with the Federal Reserve Board's Loan Officer Compensation, Anti-Steering, and Safe Harbor Final Rule as published in 12 CFR Part 226 Regulation Z;
- Broker understands and agrees that this Supplemental Agreement to the Compensation Addendum impacts all loans submitted to Acra from all of Broker's office locations.
- Broker agrees to this Supplemental Agreement to the Compensation Addendum to Broker Agreement and understand that payment of this compensation must be properly disclosed per all legal and regulatory requirements.

*****PLEASE EMAIL THIS COMPLETED FORM TO: newbrokerapplications@acralending.com*****

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representative who, by signing below, represent and certify as having the authority to bind the respective party to this Addendum.

BROKER**Citadel Servicing Corporation dba Acra Lending**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____