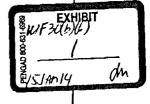
UNITED STATES DISTRICT COURT NOTHERN DISTRICT OF CALIFORNIA

BOBBIE PACHECO DYER and	Case Number: C 13-2858
PATRICIA STALLWORTH, on behalf) of themselves and all others similarly situated,	Complaint Filed: June 20, 2013
Plaintiffs,)	
vs.	
WELLS FARGO BANK, N.A.,	
Defendant.	

PLAINTIFFS' SECOND AMENDED RULE 30(b)(6) NOTICE OF TAKING VIDEOTAPED DEPOSITION OF CORPORATE REPRESENTATIVE OF DEFENDANT, WELLS FARGO BANK, N.A.

TO: Paul Berkowitz, Esq.
Thomas Kaufman, Esq.
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
1901 Avenue of the Stars, Suite 1600
Los Angeles, California 90067-6055

Please take notice that, pursuant to Fed. R. Civ. P. 30(b)(6) and applicable law, the videotaped deposition of the Corporate Representative of Defendant, WELLS FARGO BANK, N.A. will be taken on examination before an official authorized by law to administer oaths, commencing at 9:00 a.m. on January 15, 2014 in the offices of Lockridge Grindal Nauen P.L.L.P., Suite 2200, 100 Washington Avenue South, Minneapolis, Minnesota, 55401-2159, 612-339-6900. This examination will be subject to continuance or adjournment from time to time or place to place until completed.



Demand is made that Defendant, WELLS FARGO BANK, N.A., duly designate one or more of its officers, directors, managing agents or other persons to testify on behalf of Defendant, WELLS FARGO BANK, N.A., on the subject matters more fully described in Areas of Inquiry, attached as Exhibit "A".

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of January, 2014, I served the foregoing PLAINTIFFS' RULE 30(b)(6) NOTICE OF TAKING DEPOSITION OF CORPORATE REPRESENTATIVE OF DEFENDANT, WELLS FARGO BANK, N.A. by transmitting via Email to all attorneys listed on the attached Service List.

/s/ John Yanchunis
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Attorneys for Defendant WELLS FARGO BANK, N.A.

EXHIBIT A

1 2

DEFINITIONS

The following definitions apply to this Notice of Deposition and are deemed to be incorporated into each area of inquiry listed below.

- 1. "You," "your," "company," "Wells Fargo" and "Defendant" mean the defendant to whom these requests are addressed, i.e. WELLS FARGO BANK, N.A., and any of the defendant's directors, officers, sales agents, agents (including, but not limited to, attorneys, accountants, consultants, investment advisors or bankers), employees, representatives, divisions, branches, subsidiaries, affiliates, and any other person purporting to act on their behalf.
- 2. "Plaintiffs" shall mean BOBBIE PACHECO DYER and PATRICIA STALLWORTH, the Plaintiffs identified in the Amended Complaint filed in this case.
- 3. "Document" or "documents" shall be interpreted in the broadest possible sense and includes, without limitation, all written, recorded, printed, typed, transcribed, filmed, digitized, or graphic matter and all other tangible things and media upon which any handwriting, typing, printing, drawing, representation, electrostatic or other copy, sound or video recording, magnetic or electrical impulse, visual reproduction or communication is recorded, reproduced or represented, including, but not limited to, each and any books, records, correspondence, reports, memoranda, electronic mail, contracts, tables, tabulations, graphs, charts, diagrams, plans, schedules, appointment books, calendars, diaries, time sheets, reports, studies, analyses, drafts, telegrams, teletype or telecopy messages, files, telephone logs and messages, checks, microfilms, microfiche, pictures, photographs, printouts, electronic data compilations, tapes, diskettes, drives, removable media, notes, minutes or transcripts of proceedings, included but not limited to, minutes of meetings, or other

communications of any type, including inter- and intra- office communications, questionnaires, surveys, charges, newspapers, booklets, circulars, work papers, bulletins, notices, instructions, resolutions, reports, records, papers, bills or invoices, books of account, financial statements, working papers, deeds, loan agreements, notes, ledgers, security agreements, financing statements, tax returns, checks, receipts, journals and data of every description and shall include each and any original produced or reproduced by any method, all non-identical copies (whether different from the original because of notes made in or attached to such copy, or otherwise), all other data compilations from which information can be obtained (translated, if necessary into usable form), and any preliminary versions, drafts or revisions of any of the foregoing.

- 4. "All documents" shall mean every document, within the custody, possession or control of you, your national, regional and local offices, and any of your attorneys, representatives, employees, and/or agents, whether an original or copy, as defined above, known to you and every such document or writing which you can locate or discover by reasonably diligent efforts.
- 5. "Person" or "persons" means any natural person, business, proprietorship, public or private corporation, company, firm, government or governmental partnership, trust, joint venture, entity (including any government agency board, authority, commission or political subdivision or department thereof) or any other form of business or legal entity, organization, or association.
- 6. "Correspondence" shall include any written letter, memo or note which hand was delivered, mailed, transmitted by fax machine, E-mail or other communication system.
- 7. "Communicate" or "communication" shall mean and include ever manner or means of disclosure, transfer or exchange of information (in the form of facts, ideas, inquiries or otherwise) whether orally or by document or whether face-to-face, by telephone, telecopier, mail, facsimile, personal delivery, overnight delivery or otherwise.
- 8. "Including" shall mean "including, but not limited to," or "including, without limitation," any examples which follow those phrases that are set forth to clarify the request, definition or instruction.
- 9. "And" shall mean and/or. Note that the connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all response that might otherwise be construed to be outside of its scope.

- 10. "Or" shall mean and/or. Note that the connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all response that might otherwise be construed to be outside of its scope.
- 11. "Refer," "referring," "relate," "relating," "concern," and "concerning" mean all documents, as defined above, which explicitly or implicitly, in whole or in part, compare, were received in conjunction with, or were generated as a result of the subject matter of the request, including, but not limited to, all documents, as defined above, which reflect, record, memorialize, discuss, describe, consider, concern, constitute, embody, evaluate, analyze, review, report on, comment on, impinge upon or impact the subject matter of the request.
- 12. "Class" and "class Members" shall mean the class as defined in the complaint filed in this case.

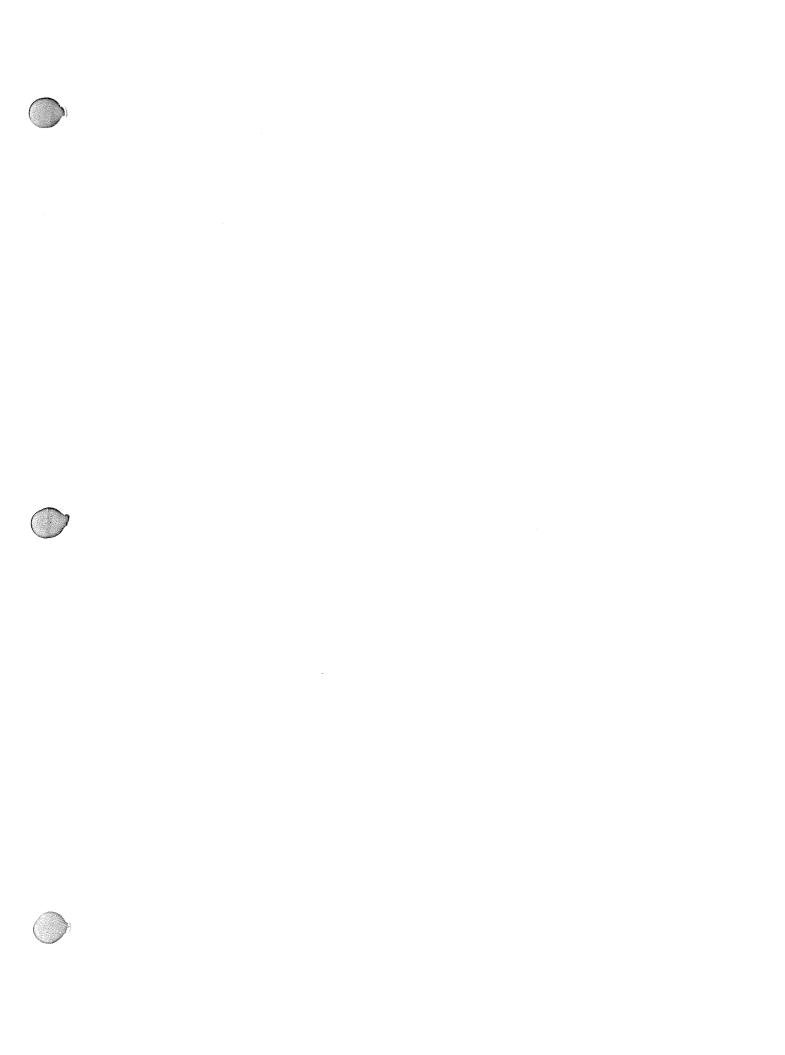
RELEVANT TIME PERIOD

Unless otherwise stated, the relevant time period for these Areas of Inquiry is from January 2010 to the present.

AREAS OF INQUIRY

- The drafting of the incentive compensation plans or formulas which apply to
 Producing Branch Sales Managers and Home Mortgage Consultants, including any amendments
 or modifications to such compensation plans.
- 2. The manner and method for determining and calculating compensation of Branch Sales Managers and Home Mortgage Consultants, including the compensation paid to Plaintiffs to date, and your interpretation of any provision of the contract attached to the Amended Complaint as it relates to the method of determining the compensation to be paid to Producing Branch Sales Managers and Home Mortgage Consultants.

- 3. Any decisions to modify or alter the incentive compensation plans or formulas for Producing Branch Sales Managers and Home Mortgage Consultants.
- 4. The manner in which you communicated, distributed or disseminated to Producing Branch Sales Managers and Home Mortgage Consultants the incentive compensation plans or formulas for these positions, including any amendments, alterations, changes and/or modifications to such plans or formulas.
- 5. The process and system in place for handling complaints or inquiries from Producing Branch Sales Managers and Home Mortgage Consultants relating to their compensation and any response or resolution thereto, including disputes over compensation, the persons who are involved in handling, resolving or deciding those disputes and the manner and method by which such persons are compensated and paid, and the number of complaints or inquiries you have handled in which a Producing Branch Sales Manager or Home Mortgage Consultant claimed to have not been paid the proper rate of commission as alleged in the Complaint and the outcome of each such complaint or inquiry.
- 6. Any determination made by you of the compensation which may potentially be owed to all Producing Branch Sales Managers and Home Mortgage Consultants as alleged in the Amended Complaint filed in this case, including your identification of the individuals who may be owed compensation, the amount which each such person might be owed, and the method or manner which you used to make these determinations. If you have not made any such determinations, in whole or in part, the process or steps you would have to undertake to make such determinations.





Wells Fargo Home Mortgage 2011 Incentive Compensation Plan for Home Mortgage Consultant



Section I. PURPOSE

Wells Fargo Home Mortgage ("WFI-M" or the "Employer") is strongly committed to a philosophy of pay for performance. The Home Mortgage Consultant Incentive Plan is designed to motivate and reward your contribution and reinforce the need to meet the risk and compliance accountability requirements of your position. As a participant in the Home Mortgage Consultant ("HMC" or "Employee") incentive Plan (the "Plan") you will be rewarded for assisting and counseling borrowers that meet Wells Fargo guidelines and regulatory requirements and for marketing and originating high quality loans and tines. For purposes of this Plan, Wells Fargo & Company shall be referred to as "Wells Fargo."

Section IL EFFECTIVE DATE OF THE PLAN

The Plan is effective for loans that have locked April 1, 2011 and after (the "Effective Date"). The terms and conditions of the Plan are subject to periodic review and may be adjusted by WFHM. (See "Amendment and Termination of the Plan" in Section VI D.)

This Plan reflects WFHM's expectations of the mortgage-lending environment. The Plan is subject to change at any time at the Employer's sole discretion. WFHM will continue to monitor market conditions during and may modify any of the provisions of the Plan due to the Employer's determination, that there is a significant change in the mortgage-lending environment or for such other reasons consistent with the spirit and purpose of the Plan.

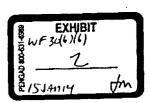
Section III. ELIGIBILITY

Team Members of Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A. or of a participating employer¹, classified as Home Mortgage Consultants within National Consumer Lending are eligible to participate in this Plan. Other team members are eligible to participate only at the discretion of the Executive Vice President, Retail National Sales Manager, or other designated representative.

To be eligible for compensation under the Plan, you must satisfy minimum standards and requirements as set forth in the Plan. Additionally, you must adhere to Wells Fargo's Code of Ethics and Business Conduct, Wells Fargo's employment policies, and the compliance and risk management accountability requirements for your position, including, but not limited to compliance with all WFHM poticies, taws, rules, and regulations applicable to WFHM business activities as a condition precedent to earning compensation under the Plan. Failure to meet these minimum standards and requirements will disqualify you from earning compensation under the Plan (unless otherwise determined by WFHM) and may result in corrective action, including but not limited to Immediate termination of employment. Please refer to the Handbook for Wells Fargo Team Members for Information about Wells Fargo's employment polices, the Code of Ethics and Business Conduct, and the Compliance and Risk Management Accountability Policy.

Compliance with Laws and Governance

The determination and payment of any incentive compensation under the Plan is subject to the conditions and restrictions imposed under applicable lews, rules and regulations. A Participant's rights to or receipt of compensation under the Plan may be limited, modified, canceled or recovered to ensure compliance with all such applicable laws, rules, regulations and guidance that may be issued there under. In addition, the Plan Administrator and/or WFHM (subject to the authority of the Human Resources Committee of Wells Fergo's Board of Directors (the "HRC")) has the full discretionary authority to adjust or amend a Participant's incentive opportunity or incentive payout under the Plan at any time.



¹ A participating employer means any subsidiary or joint venture partner of Welfs Fargo Home Mortgage, a division of Welfs Fargo Bank, N.A. that elects to participate in the Plan, subject to the approval of Welfs Fargo Home Mortgage. For purposes of this Plan, references to "Employer" includes such participating employers.

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incentive compensation awards under the Plan may be paid in the form of cash or equity, or a combination thereof, in WFHM's discretion. To the extent all or a portion of an award will be paid in equity, the equity award will be made under the Wells Fargo & Company Long Term incentive Compensation Plan (the "LTICP"). LTICP awards are conditioned upon and subject to the approval of the HRC and are subject to such terms and conditions as approved by the HRC in accordance with the provisions of the LTICP as reflected in the applicable award agreement.

Section IV. COMPENSATION

A. <u>General</u>. Employee's total componention shall be comprised solely of (a) hourly pay (Advances on Commissions), (b) commissions, bonuses and other incentives earned, if any, per Plan terms, in excess of advances, and (c) overtime premiums for overtime hours worked in accordance with applicable law.

For all Plan provisions, a basis point ("bp") shall be defined as one one-hundredth of one percent (1 bp = 0.0001 or 0.01%).

Provided Employee satisfies all conditions and minimum requirements as set forth in the Plan, and subject to all Plan terms, commission credit will be granted on the last day of the month in which the loan actually funds (i.e. disbursement of funds to the closing/settlement egent). Funded loans will be reported in dollars and units on the Actual versus Plan (AVP) branch Profit and Loss (P&L) statement.

Employee will be paid hourly for all hours worked and other paid time, at the hourly rate of pay established by WFHM from time to time (but which shall at all times equal or exceed the applicable minimum wage rate). For purposes of this Plan, all hourly pay is an advance against monthly commissions and Performance Scorecard Commissions, and also against all incentives that Employee is otherwise eligible to earn under this Plan unless otherwise specifically provided in the Employee's Attachment A for specific incentives. As such, Employee's hourly pay is referred to as Advances on Commissions, and unless otherwise specifically provided in the Employee's Attachment A, Employee will earn commissions and other incentives under this Plan only to the extent the gross earned incentive amounts exceed the hourly pay the Employee has earned. (The 0.5x overtime premium WFHM pays Employee on hourly pay, however, is not incented as an advance under the Plan).

As used in this Plan, "incentive" refers to commissions, bonuses and all other incentive payments for which the Emptoyee is eligible under this Plan, "incentives" do not include hourly pay.

B. Standard Commission Schedule,

Commission rate of pay under this Plan is determined by the type of residential mortgage and the monthly funded volume (dollars "\$" or units) of residential mortgage business secured by Employee. Commission credit shall be based on the following standard commission schedule, subject to any modifications set out in Attachment A hereto, which is incorporated by reference, and which may be amended or modified by Employer at any time.

1. Standard Commission Schedule

The Standard Commission Schedule determines the commission rate based on the Employee's monthly funded and referred dollar volume that funds or funded and referred units that fund. The higher rate derived from the schedule per units or dollar volume applies.

The commission rate for purchase loans and refinance loans is determined by the total purchase and refinance dollar volume or units funded and referred that fund by Employee in the month.

The commission rate is applied to the funded loan dollar volume to determine commission credit.

Monthly Units Financial Andreas and the Supplemental and the supplementa	Moning Colle Volung (s) 全国 建二苯二甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲甲	Manihiy Commissions (ops	Sami-Annual Personal at A A Court of Bonus Scorecard Bonus	Total Deponitativ Ops)
	\$0 - \$899,989			
7-9	\$900,000 - \$1,399,999	48	8	54
10 – 12	\$1,400,000 - \$1,899,999	58	6	64
13 and above	\$1,900,000 and above	63	6	69

These standard commission rates apply unless a different, specific rate applies. Commission rate for any loan types described below shall be according to the provisions below in fleu of this Standard Commission Schedule.

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For purposes of determining the purchase and refinance commission rate:

- WFHM to WFHM refinenced loan commission rates are a flat 43 bps.
- Portfolio Loans (funded and referred) shall be included in monthly funded dollar (\$) volume or units.
- Brokered out loans (funded and referred), and construction loans shall be excluded from monthly funded doller (\$) volume or units.
- Referrals to program specialists (including Corporate Connection) shall be included in the monthly funded dollar (3) volume or units. Referrals to program specialists count for commission credit tiering on personal transactions. Referral dollar (3) volume and units count in the month that the referral funds with the program specialist.
- Wells Fargo Home Equity loans and tines of credit (funded and referred) shall be included in \$ volume totals based on the initial utilized belance.
- All Wells Fargo Home Equity loans funded and referred in the first position (including Smart Pay Lines of Credit)
 shall be included in monthly funded unit totals. All other Wells Fargo Home Equity loans and lines of credit
 (funded and referred) shall be excluded from unit totals. Commission rates on these loan types are described
 below.
- All Wells Fergo Bank referrel loons that fund shall have a commission rate of a flat 43 bps.
- Minimum commission credit per loan of \$700. Excludes refinances within six (8) months.
- Maximum commission credit per loan of \$10,000.

Commission Examples:

No.	- W	The Course		Maints to	玩/學	Man de la	Samuel .	Gen of the	T CSS AND AND	Committee on
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11.29	Units	Volume \$	Units	Volume \$	Unite	Volume \$			<u> </u>	
April	4	\$500,000	2	\$250,000	2	\$25),000	48 bps	45 bps	43 bos	\$1,675
Mery	8	\$1,000,000	2	\$250,000	2	\$257,000	63 bps	63 bos	43 bos	\$8,950
June	3	\$200,000	5	\$500,000	5	\$503,000	63 bos	63 bps	43 bos	\$6,560
July	10	\$1,900,000	2	\$300,000	2	\$300,000	63 bps	6J bos	43 bos	\$15,150

2. Refinances within six (6) months.

Employee will not be eligible for commission cradit on the refinance of an existing WFHM loan that originally funded less than three (3) months prior to the refinance funding date. Commission rate on a refinance of an existing WFHM loan that originally funded four (4) to six (6) months prior to the refinance funding date shall be no greater than 25 bps of the funded loan volume. The minimum commission cradit per loan is not provided for refinances within six (6) months.

3. Refinances within six (6) months with a pre-pay penalty. Employee with not be eligible for commission credit on the refinance of an existing WFHM toen that originally funded less than six (6) months prior to the refinance funding date with a pre-pay penalty.

- 4. Specially Refinence Rates
- HARP Three (3) Step refinenced to an commission credit rates are per the standard commission schedule.
- WiftiM loan of a Freddie Mac to Freddie Mac Relief Refinance Mortgage refinanced loan commission credit rates are per the standard commission schedule.
- WFHM loan of a Freddle Mac to Freddle Mec Reliaf Refinence Mortgage/ Three (3) Step Express refinenced loan commission credit rates are per the standard commission echecute
- Traditional Three (3) Step Express refinanced loan commission cradit rates are a flat 43 box.
- Traditional Three (3) Step Rate/Term Refl refinanced loan commission credit reles are a flat 43 bps.
- Traditional Three (3) Step Cash Out Ret retinanced loan commission credit rates are a flat 43 bps.
- WFHM loan of a Fennie Mae to Fennie Mae Refi Plus refinanced loan commission credit rates are per the standard commission schedule
- WFHM loan of a Fannie Mae to Fannie Mae DU Refi Plus refinanced loan commission credit rates are per the standard commission schedule
- Non WFHM loan of a Fannie Mae to Fannie Mae DU Raft Plus refinanced loan commission credit retes are por the standard commission schedule
- 5. Government Loans (FHAVA),

Commission credit rate on Government Loans funded by Employee shall follow the standard commission schedule.

8. Non-Conforming Product Set

Commission credit rate on Non-Conforming Loans funded by Employee shall follow the standard commission schedule. There is no commission credit on the second mortgage of a DAP portion of a Bond Loan under \$25,000 in toen size.

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- Special Housing Programs (Bond Loans).
 Commission rate on Special Housing Programs and other special WFHM programs as announced by WFHM's

 Secondary Marketing Department (Federal, State or City Bond Programs, etc.) shall be per-the standard commission accepted.
- Brokered Out Loans (Emptoyer does not receive servicing).
 Effective Merch 15, 2011, Wells Fargo Home Mortgage no longer will allow Retail Broker Out applications.
- 9. Wells Fargo Home Equity Loans and Lines of Credit.

9.a. Home Equity Loans

Commission credit rate on Home Equity Loans funded by Employee shall follow the standard commission schedule. Refinance commission rate to follow standard WFHM to WFHM refinance schedule. A minimum commission credit per loan of \$700. The minimum applies in total for \$700 for a combination of a first and/or second Home Equity toan and I he

9.b. Home Equity Lines

The following terms apply to Home Equity Lines of Credit, including purchase money, rate/term refinances, and cash out refinances on Home Equity Lines, Smart Pay Lines, Smart Fit Lines, Home Equity Accounts, and Home Asset Management Accounts.

Commission credit availability and rates

Employee will be sligible to receive commission credit for Home Equity Lines of Credit. The commission credit rate on Stand-alone Home Equity Lines of Credit and Simo Home Equity Lines of Credit is per the standard commission achedule. The commission credit rate on refinence to follow standard WFHM to WFHM refinence schedule.

Employee will not be aligible for commission credit on modifications, subordinations, equity lines to employees of Walls Fargo & Company, and refinances of existing tines of credit within one year of the original funding date. If the amount of the refinanced line is greater than the original amount, then commission credit shall be given on the incremental amount only.

Estimated and final commission credits

An initial, estimated commission credit will be granted when the Home Equity Line of Credit funds. This estimate will be based on the initial utilized balance only (that is, the amount the borrower receives at closing). Commissions paid on these estimates are tentative and not earned. The final commission credit will be based upon the final utilized belance on the Home Equity Line of Credit. The final utilized balance (for purposes of commission credit) shall be determined based on the ending balance of the billing cycle at the end of the third month. If the change is an increase equal to or greater than \$5,000, then an upward commission credit edjustment shall be given based on the entire amount of the increase. If the change is a decrease greater than or equal to \$5,000, then the estimated commission credit shall be adjusted downward by the entire amount of the decrease. Any utilized balance change that is not at least \$5,000 or greater does not trigger a change in the commission credit.

The minimum commission credit on any tine of credit is \$50 regardless of utilized amount. The minimum commission credit on a purchase Simo Home Equity Line of Credit is \$200 regardless of utilized amount.

No three month review shall be completed on bridge loans, lot loans, and the home equity fixed rate amortizing loan.

Example

Example of Increase:

EXPRISE OF INCREASE;			
近VWV 書 開 展 形 注	Gommunem	(Balahoa)	题 第 Shothericalmond 所 题 事
Initial Transaction (commission credit advance)	\$1,000,000	\$750,000	\$750,000 x 43 bps = \$3,225
Three month review (final commission credit calculation)	\$1,000,000	\$900,000	\$150,000 x 43 bps = \$545
Total			\$3,870

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CABITION OI CHCTHESE,			
EVani	Commitment	Bullico	Conmission
Initial Transaction (commission credit advance)	, \$1,000,000	. \$750,000	\$750,000 x 43 bps = \$3,225
Three month review (final commission credit calculation)	\$1,000,000	\$500,000	\$500,000 - \$750,000 = -\$250,000 x 43 bps = - \$1,075
Total			\$2,150

10. Wells Fargo Employee Loans (Includes WFHM and Non-WFHM),

Commission rate for loans originated by Employee for employees of Walls Fargo entities, including WFHM, shall be a flat 35 basis points of the funded boan votume. No overage or underage, other then the waived origination fee, is allowed on these loans. Employees can still be directed to the HOME Team 800 phone number. There is a flat 10 bps prefer to refer commission credit for loans referred that fund through the HOME Team 600 phone number. No further commission rate adjustment for WFHM to WFHM refinance toans. No further commission rate adjustment for Wells Fargo Bank loan

Employee's must refer 3-Step Employee Loans to the HOME Team for loan fundings. This will ensure proper loan pricing for these loans. If the Employee does attempt to originate 3 Step Employee toans, then there will be no commission credit on those fundings.

11. Premiere Asset Services Loans.

Commission rate for loans originated by Employee and derived from referrals from Premiere Asset Services shall be per the standard commission credit schedule.

12. Construction Loan Express (CLX) Loans

Commission rate at the construction loan close shall be a flat 25 bps. No unit credit at construction close.

Commission credit at the permanent loan funding shall be according to the standard commission schedule for that product, less any commission credit given at construction ban close. Any construction origination fee collected is allowed to be included as revenue when determining the Adjusted All-In Price of the permanent loan. However, in no situation, can the construction origination revenue be allowed for overage revenue exceeding 101.50 overall pricing (fair landing levels).

13. Builder Loans

Employees are required to collect the Builder Best fee within 35 days of the initial lock date, violation of the fee collection policy could result in performance counseling, an informal or formal warning, and/or loss of the right to originate loans under the Builder Bast Program.

Builder Loans with Extended Locks:

Employees are required to collect the Extended Lock fee within 35 days of the initial lock date, violation of the fee collection policy could result in performance counseling, an informal or formal warning, and/or loss of the right to originate loans under the Extended lock options.

14. Special Marketing Programs and Special Addendums. Commission rate for special toans, non-standard products and unique arrangements shall be set forth in the applicable Program Guldelines.

15, Assumptions and Bridge Loans.

No participation by Employee except as set forth in applicable Program Guidelines.

Accommodation Loans.

No participation by Employee unless the loan comes out of accommodation status within 90 days of loan funding. Commission credit will not be given until the loan comes out of accommodation status unless approved by the Regional Sales Manager.

17. Mortgage Associate.

Upon request from Employee, and subject to WFHM's consent, WFHM may elect to hire a Mortgage Associate to assist Employee with securing residential montgage business. In such a case, Employee shall no longer be eligible for commissions under the commission credit schedule herein, but instead will be eligible for commission credit schedule herein, but instead will be eligible for commission credit under one of the three schedules set forth on the current Attachment B, Compensation Plan Amendment for Home Mortgage Associate, ettached hereit and incorporated by reference, as it may be amended or modified by Employer from time to time. The applicable schedule shall be set forth on Employee's Attachment A.

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In addition, Employee may split or share a portion of his/her commission credit with an Associate. To the extent that a Mortgage Associate and Employee agree to share duties and split commissions, then solely for ease of administration the commission shall be calculated under the Employee's Employee ID number, and the commission share allocated to the Mortgage Associate shall be reflected as a line item adjustment on the Employee's commission report. Despite this accounting method, any commissions earned by the Mortgage Associate as a result of the commission split will be the Mortgage Associate's own earlings and the Associate shall be responsible for all payroll and income taxes on those amounts. To be affective, any agreement to split commissions between an Employee and Mortgage Associate must be memorialized in Attachment A for the Employee and the Compensation Plan for the Mortgage Associate.

18. Prefer to Refe

Commission credit on any loan referred by Employee to a program specialist, or on any loan funded by Employee and derived from a referral from a program specialist, shall be granted in accordance with the Prefer to Refer Compensation Plan Addendum attached hereto and incorporated by reference, as it may be amended or modified by Employer from time to time.

19. Commission Sharing / Commission Splits.

In any case where Employee agrees to share or split commission credit on any loan with one or more eligible employees, total commission credit to all employees on that loan shall not exceed the commission schedule set forth herein. Any commission sharing / split cannot exceed the max commission level in lotal.

20. Reconciliation for Early Payment Defaults.

Earling commissions or other incentives on a loan is subject to the condition that the loan must not suffer an early payment default (EPD), as determined by a six (6) month review. EPD is defined as a borrower ninety days definquent within the first six (6) months of payments coming due. If the loan is an EPD, then the commission credit originally granted will be adjusted downward by the entire amount of the commission rate of pay on that particular schools by schuding EPD loans with "ife events". This means that the commission credit will be adjusted downward to zero bps for the commission rate of pay on that particular boan.

C. Personal Production Performance Scorecard Bonus

The Performance Scorecard Bonus will consist of two objectives: Customer Loyalty Scores and Initial File Quality (IFQ) Rating Scores on personal production. The Performance Scorecard will be paid on Semi-Annual* scores on personal production volume with no true-up or true-down.

*Note: The first performance period for 2011 will be April to June scores applied to April to June fundings. The second performance period for 2011 will be July to December scores applied to July to December fundings.

Minimum Requirements.

Employee must be employed by WFHM or an affiliate on June 30th and December 31th to be eligible to be considered for Performance Scorecard Bonus as described below. If Employee is employed by WFHM on the respective dates above but not covered by this Plan for the entire performance period, Employee will be considered for the Performance Scorecard Bonus in accordance with the "Employment Status Changes" Plan provisions as set forth in the Plan.

If Employee has a commission credit shortage (vs. hourly pay advances) on the first or second Performance Scorecard Bonus pay period, WFHM reserves the right to offset this shortage against the Performance Scorecard Bonus otherwise due.

Customer Lovalty Score Bonus

The Customer Loyalty Score Bonus is based on all of the responses received on questions 4, 5, and 6 of the customer loyalty survey during the performance period on their personal production. If 60% or more of the Employee's responses receive 5s on all three questions, then the Employee will be eligible for a Customer Loyalty Score Bonus. The Employee can also qualify for the Bonus if their score on personal production is outperforming the company average during the performance period.

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The Bonus is three (3) bps on the Employee's funded volume during the performance period. Monthly funded volume shall include purchase and reflections, Corporate Connection volume, and Home Equity to as and lines of credit. Brokered cut bons are excluded, and loans referred to other employees are excluded.

Loans trued-up to a minimum commission level will be eligible for an additional three (3) bps bonus during the performance period. Loans achieving the max commission credit per loan will not be eligible for an additional three (3) bps bonus during the performance period. This will include loans achieving a max commission credit when the monthly commission and performance scorecard bonus achieve the max commission and performance scorecard bonus achieve the max commission + bonus gradit in combination,

Example: \$1.5M toan size at 63 bps monthly commission credit = \$9,450, \$1.5 loan size at 6 bps semi-annual performence scorecard bonus credit = \$900 Monthly commission credit and semi-annual bonus credit = \$10,350 in total Total max commission + bonus credit payout will equal \$10,000

FQ Score Bonus

The IFQ Score Bonus is based on all of the IFQ tool scores (includes canceled and denied loans) during the performance period on their personal production. If 80% or more of the Employee's files are scored in a "green" status, then the Employee will be eligible for an IFQ Score Bonus during the performance period on their personal production. Green status shall be communicated in writing by WFHM and maybe modified from time to time.

The Bonus is three (3) bps on the Employee's funded volume during the performance period. Monthly funded volume shall include purchase and refi volume, Corporate Connection volume, and Home Equity loans and lines of credit. Brokered out loans are excluded, and loans referred to other employees are excluded.

Loans trued-up to a minimum commission level will be eligible for an additional firse (3) bps bonus during the performance period. Loans achieving the max commission credit per loan will not be eligible for an additional three (3) bps bonus during the performance period. This will include loans achieving a max commission credit when the morthly commission and performance scorecard bonus achieve the max commission + bonus greet/i (n combination.

Example: \$1.5M loan size at 63 bps monthly commission credit = \$9,450.
\$1.5 loan size at 6 bps sami-annual performance accreded bonus credit = \$900
Monthly commission credit and sami-annual commission credit = \$10,350 in total
Total max commission + bonus credit payout witlequal \$10,000

D. Overage and Underage.

1. Overage.

Overage is defined as the amount of discount and origination fee paid at funding over the discount and origination fee authorized by the Secondary Marketing Department at the time the final price on the toan is tooked in.

Employees may not receive a commission, bonus, or other incentive credit based on the overage generated on a particular loan. This included loans tocked before September 1, 2010.

2. Underage.

Underage is defined as any deficit resulting from the difference between the company authorized discount and origination fee and the discount and origination fee actually collected.

Employees will not be subject to a commission, bonus, or other incentive credit adjustment based on the underage generated on a particular loan.

E. Commissions and Advance Calculation.

Here is an example of the steps taken to compensate Employees on a monthly basis. This example illustrates only how monthly commissions are handled and does not include bonuses or other incentives.

. Regular Hourly Pay

Employees will earn an hourly rate of pay for each hour worked. This will show as "Regular Pay" on the Employee's paychack. The hourly rate will be as established from time to time by the Employer, in the Employer's sole discretion, provided that it shall always equal or exceed the minimum required by state and rederal law.

Example: \$12.00 hourly rate \$12.00 x 40 hours = \$480 per week of "negular pey"

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Employees will earn 1.5x the hourly rate of pay for each overtime hour worked. This will show as "Overtime Pay" on a Employee's paycheck.

Example: Eight (8) hours overtime \$12.00 x 1,5 x 8 = \$144.00 per week of "overtime pay"

3. Advance on Commissions
The first 1x the hourly rate of pay earned for all hours worked and other paid time is an advance against commissions, bonuses, and other incentives. The additional 0.5x overtime premium is not an advance.

Example: 40 hours regular + eight (8) hours oversime \$12.00 x 40 hours = \$480 per week of "regular pay" \$12.00 x 8 = \$98 per week of "atraight time OT pay"

\$480 + \$96 = \$576 advance on commissions, bonuses, and other incentives

Gross commissions will be calculated according to the commission credit schedule and the loans funded in the month. The advance will be subtracted to determine the net commissions. If the net commissions are negative, that deficit will be carried forward as an advance against gross commission in the next month.

Example: \$5,000 gross commissions for month \$1,920 regular pay for month (\$480 x 4 weeks) \$384 streight time OT pay for month (\$96 x 4 weeks) \$5,000 - \$1,920 - \$384 = \$2,696 commission payable

5. <u>Commission Overtime Pay</u>
Employees will also be paid an overtime premium on commissions. The net commissions will be divided by total hours for the month to determine an hourly commission rate. Employees will be peid 0.5x that rate for each overtime

Example: \$2,696 commissions pevable 192 total his worked (4 weeks @ 48 his per week)
32 overtime hours (8 per week x 4 weeks) \$2,696 / 192 x 0.5 x 32 = \$224.67 for month

Monthly Total: #1 Regular Pay: \$1,920 #2 Overtime Pay: \$576 #3 Commissions: \$2,696 #4 OT Premium on Commissions: \$224.67 \$5,418.67 total monthly payment

Please refer to the Team Member Handbook and FAQ document posted on Retail Change Central for further details,

F. New Employee Start-Up Options,

If Employee is a new employee of Employer, one of the start-up options below may be selected by the 1st level manager with approval from the 2nd level manager. The option selected will be in force for a limited period of time beginning with the first date of employment. All start-up options require approval of the Regional Sales Manager and an extension may be granted at the discretion of the Regional Sales Manager. Either option, the guaronteed advance or commission split, may be reduced or eliminated on a prospective basis at the sole discretton of the Employer. Any loans registered after the expiration or termination of this Option are subject to the standard commission schedule set forth above.

1. Guaranteed Commission Advancement

A gueranteed commission advancement in the form of hourly pay may be authorized for a limited amount of time for a new Employee. During the lime Employee is receiving guaranteed advances, if the gross commission credits are tess than the advances, the difference is not carried over into the following month as required with normal hourly pay. Guaranteed advences shall typically be limited to thirteen pay periods, at which time standard commission advance provisions apply per Plan terms

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Exemple:

- Employee is put on a guaranteed advance of \$24 per hour commencing at hite on March 1 through April of tha
- if Employee has \$3,000 in gross commissions on loans funded in March, Employee will receive the guaranteed advance amount, e.g. \$1,920 per pay period assuming 40 hours per week or roughly \$3,840 in a typical month, and the remaining \$840 difference will not be carried over to offset commissions on April fundings.
- If Employee has \$5,000 in gross commissions on loans funded in April, Employee shall receive the guaranteed advance amount, e.g. \$1,920 per pay period assuming 40 hours per week or roughly \$3,840 in a typical month, and \$1,160 in net commissions petig in May.
- Starting in May, the advance is no longer guaranteed and, therefore, any shorteges going forward between gross commission and advances will be carried over each month until fully recovered from commissions, bonuses, or other incentives under this Plen.

2. Commission Spik Upon Registration/Funding
For loan registrations obtained during the term of this Option, the Employee's commission rate shall be specified by
the 1st level manager on Employee's Attachment A. Commission cradit at the rate specified on the Attachment A
shall be given on mortgage loan registrations obtained by Employee and accepted into processing during the month. An additional commission credit at the rate specified on the Attachment A shall be given during the month the loan funds. In no case shall commission credit be given on credit-only applications. All loan types that pay outside of the standard troing structure are not eligible for the Registration/Funding startup option.

The following loan types are some, but not all, examples of loan types excluded from this Option and commission oredit shall be given per standard Plan terms;

- Wells Fargo to Wells Fargo Refinance Loans
- Relationship Product Loons
- Wells Fargo Employee Loans
- Reterrals to Program Specialists (Prefer to Refer) including Corporate Connection and Program Connection
- Canceled Loans (If a loan cancels, the commission credit from the application will be adjusted from future fundings)

Employee's eligibility for this Option is conditioned on Employee continuing in employment through the end of the time period covered by the Option. If Employee's employment ends for any reason during the term of this Option, all commission credits shall be determined per normal Plan terms.

G. <u>Fee Collection</u>, it is the responsibility of the Employee to collect up-front third party fees including, but not limited to, the appraisal and credit report. Employee's commission credit shall be adjusted to account for any uncollected fees on conceled loans (including brokered out canceled loans), and denied loans unless the employee collects at least \$350 (higher in select Divisions and Regions) of any third party fees awed on a given loan. If the Employee collects at least \$350 in up-front fees, there will be NO commission credit adjustment for any additional uncollected fees on that particular loan.

Section V. PAYMENT SCHEDULE

- A. General, Subject to the commission reconciliation process set forth above, net commissions (gross commissions less hourly pay edvances) shall be paid on the last pay period of each month based on the actual funding of mortgage loans originated by Employee during the previous month. The Sami-Annual Performance Scorecard Bonus on personal production shall be paid no later than 60 days following the end of the semi-annual performance period.
- 8. Hourly Pay is Fully Earned. The fact that hourly pay (Advances Against Commissions) is taken this account in calculating net commissions/incentives under this Plan shall not give Employer the right to recover any hourly pay back from any employee. Hourly pay is fully vested when semed and is not subject to recepture by Employer under
- C. When Incentive Payments are Earned. To earn commissions, bonuses, or other incentives under this Plan, the Employee must be actively employed by Wells Fargo through the date commission credit is granted and through the and of the applicable performance period, unless otherwise expressly provided in this Plan or required by applicable law. This is an express condition of earning incentives under this Plan, it being one purpose of this Plan to provide an incentive to the Employee to ramain in employment with Employer. This condition also recognizes the Employee's ongoing job responsibilities with respect to the closing of loans on which the Employee may be eligible to receive commissions/incentives. As provided in this Plan, some commissions and other incentives are estimates when paid, or are subject to adjustments after they are paid. When paid, those commissions, bonuses, or other incontives are advances of anticipated wages and are not wages that the Employee has earned. Those advances are not earned until after all adjustments provided for in this Plan have been calculated and implemented, and the other terms and conditions of the Plan have been satisfied,

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Section VI. ADMINISTRATION

- A. <u>Withholding Taxes</u>. Employer, shall deduct from all payments under this Plan an amount necessary to satisfy rederal, state or local tax withholding requirements. These obligations will be withheld from the Employee's compensation prior to payment.
- B. No Guarantee of Employment. Participation in this Plan does not constitute a guarantee or contract of employment with WFHM, or participating employer. Such participation shall in no way interfere with any rights of WFHM, or participating employer, to determine the duration of a participant's employment or the forms end conditions of such employment. Therefore, each Employee shall remain an employee-at-will at all times during the duration of employment with Employee.
- C. Plan Administration. The Plan Administrator is the EVP, Human Resources for WFHM. The Plan Administrator has the full discretionary authority to administer, interpret and construe the terms of the Plan, to effectuate the purpose and spirit of the Plan. The Plan Administrator may, at any time, delegate to other personnel such responsibilities as it considers to be appropriate to facilitate the day-to-day administration of the Plan.
- D. Amendment and Termination of the Plan. The Plan Administrator, with approval of the Head of WFHM, may amend, suspend or terminate the Plan at ony time for any neeson, with or without notice. No emendment, suspension or termination of the Plan shall adversely affect Employee's commission/incentive pay earned under the Plan prior to the effective date of the amendment, suspension or termination of the Plan.
- E. <u>Dispute Resolution Process</u>. The Plan Administrator has the authority to resolve all issues and disputes related to the Plan. If Employee believes that his/her commission/bonus pay is incorrect, either by being overpaid or underpaid, Employee must give written notice of the error to the Plan Administrator (or its delegate) within 60 days after Employee receives the commission/bonus pay Employee believes to be incorrect. The notice should include calculations or other relevant facts supporting the request for review. Within 30 days, the Plan Administrator (or its delegate) will review the request to determine if there is an error and whether an dijustment is appropriate to offset the error. To the extent an adjustment is appropriate, the adjustment will generally be made within 30 days following the determination. All decisions by the Plan Administrator will be final, conclusive and binding.
- F. <u>Attachment A.</u> All Attachment As are on-line for electronic usage and sign off. Follow instructions on the Attachment A website for instructions and frequently asked questions (FAQ). The link to the Attachment A's is: http://bonuscommission.w/him.homestead.weilsfamo.com/home.aspx

The Bonus Commission Accounting customer service number is: 515-213-2458.



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CHANGE		
New Hire.	Eligible for monthly commission credit for	Credit lowerd the Performance Scorecard Scruss
Transfer in, OR	funded loans for the position held for the	will be awarded for <u>ectual</u> eligible funded loan
Promotion in	pertial month, subject to Plan terms.	volume and scores received commencing immediately upon the affective data of hire,
(Employee becomes a participant aubacquant to first day of the Plan Yeari		transfer or promotion into an eligible position, subject to Plan terms.
Transfer or Promotion Out	Eligible for monthly commission credit for ellothe loans which fund within thirty (30)	Credit lowerd the Performance Scorecard Bonus will be awarded for actual eligible funded loan
(Employee discontinues Plan	days after transfer or promotion out of a	volume and scores received through the effective
participation due to trensfer or	position covered by the Plan, or in	date of transfer or promotion out of a position
promotion into a non-eligible position within Walls Fargo)	scoordance with state law, provided Employee remains employed with Wells Fargo for lime thing (30) day period following the transfer or promotion.	covered by the Pien, subject to Pien lerms.
Voluntary Termination	Eligible for monthly commission credit for glicible loans which hard within thirty (30)	Not eligible for Performance Scorecard Bonus if Employee is not employed on June 30 th or
(Employee discontinues Plan participation due to voluntary termination of employment. If, at the time of voluntary termination, team member is eligible for Retirement, see Retirement* below.)	days after termination of employment, or in accordance with state law. No commission credit shall be awarded for loans which fund more than thirty (30) days after the date of termination of employment.	December 31 st in accordance with the Plan terms, unless Employee retires. (See "Retirement" below.)
involuntary Termination for Misconduct or Cause**	Failure to meet minimum standards and requirements disqualifies Employee from gerning compensation under the Plan, No monthly commission credit shall be awarded for loans which fund in the month of termination.	Not aligible for Performance Scorecard Bonus if the Employee is not employed on June 30 th or December 31 st in accordance with the Plane (armi
Qualifying Event Under Salary Continuation Pay Plan	Monthly commission credit will be awarded for funded loans based on <u>actual</u> production through the calendar month that includes the end of Employee's notice period.	A pro-rata share of the Performance Scorecard Bonus will be awarded, if any, based on <u>actual</u> scores and functings through the calendal month that includes the end of Employee's notice period.
(Employee discontinues Plan participation due to a qualifying event under the WF Salary Continuation Pay Plan in affect at the time of the event)		
Death or Retirement*	Eligible for monthly commission credit for eligible loans which fund within thirty (30) days after Employee dies or retires.* No commission credit shall be gwarded for loans which fund more than thirty (30) days after the date of death or retirement. Payment will be made to Employee, or Employee's estate.	Employee, or Employee's estate, will be pead as pro-rate share of the Performance Scorecard Bonus based on the actual performance through the end of the calendar morth in which Employee dies or ratires."
Approved Leave	Normal commission credit, if any, per Plan tarms will continue during the leave.	Eligibility for the Parformance Scorecard Borus wi be awarded, if any, based on <u>actual</u> scores and fundings during the performance period.
Paid Time Off	Pay received for PTO is regular pay for the standard hours Employee would have worked if Employee were not using the PTO. This amount is advanced against the commission credit. Normal commission credit, if any, per Plan terms will continue	No impact to the Performance Scorecard Bonus.

"For purposes of this Plan, Retirement is defined as the termination of employment after reaching the earlier of (i) age 55 with 10 years of service, (ii) 80 points [with one point credited for each completed age year and one point credited for each completed year of service), or (iii) age 65 with one completed year of service.

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"For purposes of this Plan, Misconduct or Cause means (I) Employee's receipt of notice of termination by Employer arising from 1) Employee's continued fallure to substantially perform Employee's lob duties, after receipt of written notice from Employee's continued fallure to substantially perform Employee's fob duties, after receipt of written notice from Employee's formation of a crime involving dishonesty or breach of trust or money laundening, conviction of a falony, or commission of a crime of any act that makes Employee ineligible for umployment with Wells Fargo; 3) Employee's violation of Employer's policies including, but not limited to, Wells Fargo's Code of Ethics and Business Conduct, information Security Policy or Compliance and Risk Management Accountability Policy; 4) violation of statutory, regulatory or any other compliance requirements applicable to Employer's business activities; 5) a breach of Employee's Employment Agreement or Trade Secrets Agreement with Employer and all exhibits and attachments thereto; and/or 6) brokering loans outside of Employer or one of its efficiency without Employer's knowledge and approved.

Commissions and advances during Short Term Disability (STD). Employees are eligible to participate in the Wells Fargo & Company Short Term Disability Plan (the "STO Plan"). Detailed STD Plan information is available in the Benefits Book for Wells Fargo Team Members or by calling Leave Management at the HR Service Center, 877-HRWELLS (1-877-479-3557). Employee must use PTO to cover the STD Plan's seven-day waiting period. Pay received by Employee for this PTO will be advanced against monthly commissions as if Employee were working.

For the period in which Employee receives benefits under the STD Plan, monthly commission credit will continue as follows:

- · Total monthly commission credit minus
- total monthly standard or guaranteed advance minus
- any total monthly advance deficits
- equals commissions payable
- Then separately, an added STD benefit payment

The excess (if any) net commission credit is paid to the Employee, in no case shall the employee be paid less than the colculated STD bencfit level each month while on Approved Leavo.

Example - January Fundings - Employee goes on Approved Leave mid-month:

Total Gross Commissions =

Total hourly pay advance = \$960 (partial month)

Total monthly edvance deficit = \$0

Total commissions payable = \$4,040 (commissions less advance)
Total monthly GTD benefit = \$1,923" (partial STD benefit for the month)
Total monthly compensation = \$5,963 (total net commission and STD benefit)

\$5,000

*Based upon covered pay of the maximum \$50,000 benefits base for STD benefit

Example - February Fundings - Employee is on leave for the full month:

Total Commission Credit =

\$2,000

Total monthly advance =
Total monthly advance deficit =

\$0 (ne work performed)

Total commissions payable=

\$0 \$2,000 (commissions less advance)

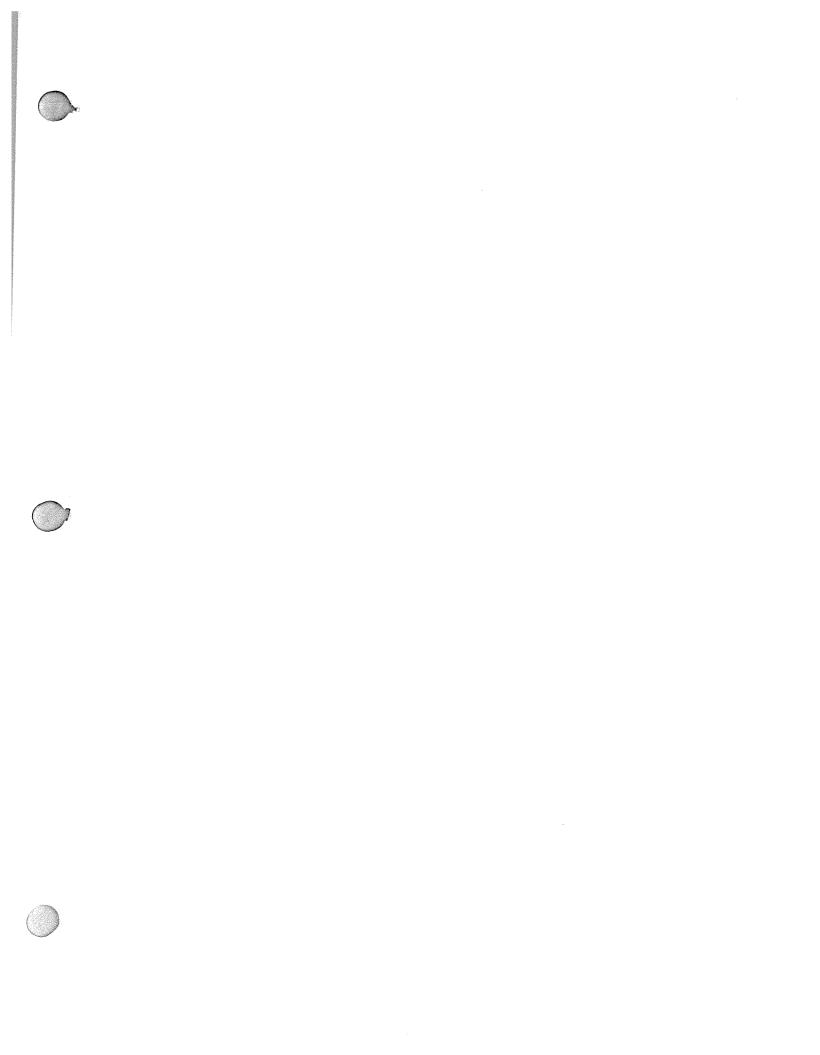
Total monthly STD benefit =
Total earned monthly compensation =

\$3,846* (full month of STD benefit)
\$5,846 (fotel net commission and STD benefit)

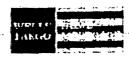
*Based upon covered pay of the maximum \$50,000 benefits base for STD benefit

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Wells Fargo Home Mortgage 2012 Incentive Compensation Plan for Home Mortgage Consultant



Section L. PURPOSE

The Wells Fargo Home Mortgage Incéntive Compensation Plan for Home Mortgage Consultants (the "Plan") is designed to motivate and reward your contributions and reinforce the need to meet the risk and compliance accountability requirements of your position. WFHM is committed to providing the best possible customer experience. As an HMC and participant in the Plan, you are expected to counsel borrowers on product options, educate borrowers on the loan process, and provide timely and accurate communication throughout process. You will be rewarded for originating high quality loans and lines that meet Weltz Fargo guidelines and regulatory requirements and for delivering the best possible customer experience.

For purposes of this Plan, Wells Fargo Home Mortgage shall be referred to as "WFHM" or "Employer". Home Morigage Consultant shall be referred to as "HMC" or "Employee". Wells Fargo & Company shall be referred to as Wells Fergo."

Section IL EFFECTIVE DATE OF THE PLAN

The Pion is effective for loans that have funded January 1,2012 and after (the "Effective Date"). The terms and conditions of the Plan are subject to periodic review and may be adjusted by WFHM. (See "Amendment and Termination of the Plan" in Section VI D.)

This Plan reflects WFHM's expectations of the mortgage-lending environment. The Plan is subject to change at any time at the Employer's sole discretion. WFHM will continue to monitor market conditions and may modify any of the provisions of the Plan.

Section III. ELIGIBILITY

Team Members of WFHM, a division of Wells Fargo Bank, N.A., or of a participating employer, classified as Employees within National Consumer Lending are eligible to participate in this Ptan. Other team members are eligible to perticipate only at the discretion of the Executive Vice President, Retail National Sales Manager, or other designated representative.

To be eligible for compensation under the Plan, you must satisfy minimum standards and requirements as set forth in the Plan. Additionally, you must adhere to Wells Fargo's Code of Ethics and Business Conduct, Wells Fargo's employment policies, and the compliance and risk management eccountability requirements for your position, including, but not limited to, compliance with all policies, laws, rules, and regulations applicable to WFHM business activities as a condition precedent to earning compensation under the Ptan. Failure to meet these minimum standards and requirements will disqualify you from earning compensation under the Plan (unless otherwise determined by WFHM) and may result in corrective action, including, but not limited to, immediate termination of employment. Please refer to the Handbook for Wells Fargo Team Members for Information about Wells Fargo's employment polices, the Code of Ethics and Business Conduct, and the Comptlance and Risk Management Accountability Policy.

Compliance with Layrs and Governance

The determination and payment of any incentive compensation under the Plan is subject to the conditions and restrictions imposed under applicable laws, rules and regulations. A Participant's rights to or receipt of compensation under the Plan may be limited, modified, cancelled or recovered to ensure compliance with all such applicable lews, rules, regulations and guidance that may be assued there under. In addition, the Plan Administrator and/or WFHM (subject to the authority of the Human Resources Committee of Wells Fargo's Board of Directors (the "HRC")) has the full discretionary authority to adjust or amend a Participant's incentive opportunity or incentive payout under the Plan at any time

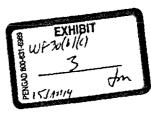
A Perticipant's incentive opportunity under the Plan may be adjusted or denied, regardless of meeting performance measures, for unsatisfactory performance or non-compliance with or violation of Walts Fargo's.

1. Code of Ethics and Business Conduct:

- information Security Policy, and/or Compliance and Risk Management Accountability Policy.

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¹ A participating employer means any subsidiary or joint venture partner of Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A, that elects to participate in the Plan, subject to the approval of Wells Fargo Home Mortgage. For purposes of this Plan, references to "Employer" includes such participating employers.

incentive compensation awards under the Plan may be paid in the form of cash or equity, or a combination thereof, in WFHM's discretion. To the extent at or a portion of an award will be paid in equity, the equity award will be made under the Wells Fargo & Company Long Term incentive Compensation Plan (the "LTICP"). LTICP awards are conditioned upon and subject to the approval of the HRC and are subject to such terms and conditions as approved by the HRC in accordance with the provisions of the LTICP as reflected in the applicable award agreement.

Section IV. COMPENSATION

A. General. Employes's lotal compensation shall be comprised solely of (a) hourly pay (Advances on Commissions), (b) commissions, bonuses and other incentives earned, if any, per Plan terms, in excess of advances, and (c) overtime premiums for overtime hours worked in accordance with applicable law.

For all Plan provisions, a basis point ("bp") shall be defined as one one-hundredth of one percent (1 bp = 0.0001 or 0.01%).

Provided Employee satisfies all conditions and minimum requirements as set forth in the Plan, and subject to all Plan terms, commission credit will be granted on the last day off for the month in which the loan actually funds (i.e. disbursement of funds to the closing/settlement agent). Funded toans will be reported in dollars and units on the Actual versus Plan (AVP) branch Profit and Loss (P&L) statement.

Employee will be paid hourly for all hours worked at the hourly rate of pay established by WFHM from time to time. For purposes of this Ptan, all hourly pay and other paid time (e.g. Paid Time Off, Paid Hokdeys) is an advance egainst monthly commissions and Performance Scorecard Bonuses, and also against all thoerstives that Employee is otherwise eligible to earn under this Ptan unless otherwise specifically provided in the Employee's Attechment A for specific incentives. As such, Employee's hourly pay and other paid time is referred to as Advances on Commissions, and unless otherwise specifically provided in the Employee's Attachment A, Employee will sam commissions and other incentives under this Ptan only to the extent the gross earned incentive amounts exceed the hourly pay the Employee has earned. The 0.5x overtime premium WFHM pays Employee on hourly pay, however, is not treated as an advance under the Ptan, and "incentives" as used in the Ptan does not refer to hourly pay, including overtime.

As used in this Plan, "incentive" refers to all commissions, bonuses and other incentive payments for which the Employee is eligible under this Plan.

B. Standard Commission Schedule.

Commission rate of pay under this Plan is determined by the type of residential mortgage and the monthly funded volume (dollars "5" or units) of residential mortgage business secured by Employee. Commission credit shall be based on the following standard commission schedule, subject to any modifications set out in Attachment A hereto, which is incorporated by reference, and which may be amended or modified by Employer at any time.

1. Standard Commission Schedule

The Standard Commission Schedule determines the commission rate based on the Employee's monthly funded and referred dollar volume that funds or lunded and referred units that fund, whichever is greater. The higher rate derived from the schedule per units or dollar volume applies.

The commission rate is applied to the funded loan dollar volume to determine commission credit.

by Engloyee	が は は は は は は は は は は は は は	Control Majoria	Production	Departually a
1-6	899,999	43	(bps) 6	49
7-9	\$900,000 - \$1,390,999 \$1,400,000 \$1,899,999	48 58	6	54 84
13 and above	\$1,900,000 and above	63	6	69

These standard commission rates apply unless a different, specific rate applies. Commission rate for any loan types described below shall be according to the provisions below in lieu of this Standard Commission Schedule.

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For purposes of determining the purchase and refinance commission rate;

- WFHM to WFHM refinanced loan commission rates are a flet 43 bps.
- Portfolio Loans (funded and referred) shall be included in monthly funded dollar (\$) volume or units......
- Brokered out loans (funded and referred), and construction loans shall be excluded from monthly funded dollar (\$) volume or units.
- Referrals to program specialists (including Corporate Connection) shall be included in the monthly funded doflar (\$) volume or units. Relemsis to program specialists count for commission credit tiering on personal transactions. Referral dollar (\$) volume and units count in the month that the referral funds with the program soecia i si.
- Wells Fargo Home Equity loans and Incs of credit (funded and referred) shall be included in \$ volume totals based on the initial utilized balance.
- All Wells Fargo Home Equity loans funded and referred in the first position, shall be included in monthly funded unit lotals. At other Wets Fargo Home Equity loons and lines of credit (funded and referred) shall be excluded from unit totals. Commission rates on these loan types are described below.
- All Walls Fargo Bank referrel loans that fund shall have a commission rate of a flat 43 bps.
- Loans transferred from JVs to fund with WFHM will follow the Internal commission credit rate of a fiel 43 bps.
- Minimum commission credit per loan of \$700. Excluding cartain refinances within six (6) months as described
- Maximum commission credit per loan of \$10,000.

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が響い	Unide	Volume \$	Links	Volume S	Units	Volume \$		这種的數學發展	A MA COLO.	是 持 医 型
Apri	4	\$500,000	2	\$250,000	3	1250,000	48 bps	48 bps	43 bps	\$4.675
May	9	\$1,000,000	2	\$250,000	2	\$250,000	63 bps	63 bps	43 bps	\$8,950
June	3	\$200,000	5	\$500,000	5	\$500,000	63 bps	63 bps	43 bps	\$6,560
July	10	\$1,900,000	2	\$300,000	2	5303,000	63 bpe	63 bpe	43 bps	\$15,150

2. Refinances within six (6) months.

Employee will not be aligible for commission credit on the refinance of an existing WFHM loan that originally funded tess than thee (3) months prior to the refinence funding date. Commission rate on a refinence of an existing WFHM toen that originally funded four (4) to six (6) months prior to the refinance funding date shall be no greater than 25 bps of the funded foan volume. The minimum commission credit per loan is not applicable to refinances within six

3. Refinances within six (6) months with a loan having a pre-pay penalty
Employee will not be eligible for commission credit on the refinance of an existing WFHM loan that originally funded less than six (6) months prior to the refinance funding date with any loan or line of credit having a pre-pay penalty.

- 4. Specialty Refinance Rates
- HARP Three (3) Step refinanced loan commission credit rates are per the standard commission schedule.
- WFHM loan of a Freddie Mac to Freddie Mac Relief Refinance Mortgage refinanced loan commission credit rates are per the standard commission schedule WFHM loan of a Freddie Mac to Freddie Mac Relief Refinance Mortgage Three (3) Step Express refinanced loan commission credit rates are per the standard commission
- Traditional Three (3) Step Express refinanced loan commission credit rates are a flat 43 bps. (WFHM to WFHM refinance)
- Traditional Three (3) Step Rate/Term Refi refinanced iden commission credit rates are a flat 43 bps. (WFHM to WFHM refinance)
- Treditional Three (3) Step Cash Out Refi refinanced ican commission credit rates are a fiel 43 bps. (WFHM to WPHM refinance)
- WFFIM loan of a Fennie Max to Fennie Maa Refi Plus refinanced loan commission credit rates are per tha standard commission schadule
- WFHM loan of a Fannia Mae to Fannia Mae DU Refi Plus refinenced loan commission credit rates are per the standard commission schedule
- Non WFHM loan of a Fannie Mee to Fannie Mae OU Refi Plus refinanced loan commission credit rates are per the standard commission schedule
- 5. Government Loans (FHAVA).

Commission credit rate on Government Loans funded by Employee shall follow the standard commission achedule.

6. Non-Conforming Product Set

Commission credit rate on Non-Conforming Loans funded by Employee shell follow the standard commission schedule.

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7. Special Housing Programs (Band Loans). Commission rate on Special Housing Programs and other special WFHM programs as announced by WFHM's Secondary Marketing Department (Federal, State or City Bond Programs, etc.) shall be per the standard commission... schedule. There is no commission credit on the second mortgage of a DAP portion of a Bond Losa under \$25,000 in loan size.

8, Wells Fargo Home Equity Loans and Lines of Credit

B.a. Home Equity Loans

Commission credit rate on Home Equity loans funded by Employee shall follow the standard commission schedule. Refinence commission rate to follow standard WFHM to WFHM refinence schedule. A minimum commission oracit per Home Equity ions of \$700. The minimum applies in total for \$700 for a combination of a first and/or second Home Equity loan and line of credit.

8.b. Home Equity Lines

The following terms apply to Home Equity lines of credit, including purchase money, rate/form refinances, and cash out refinances on Home Equity lines of credit, including Home Asset Management Accounts.

Commission credit evailability and rates

Employee will be eligible to receive commission credit for Home Equity Lines of Credit. The commission credit rate on Stand-alone Home Equity Lines of Credit and Simo Home Equity Lines of Credit is the standard commission schedule except that the commission credit rate on refinance is the same as the WFHM to WFHM refinance schedule.

Employee will not be eligible for commission credit on modifications, subordinations, equity lines to employees of Wells Fargo & Company, and refinances of existing thesi of credit within one year of the original funding date. If the amount of the refinanced line is greater than the original amount, then commission credit shall be given on the incremental amount only.

Estimated and final commission credits.

An initial, estimated commission credit will be granted when the Home Equity Line of Credit funds. This estimate will be based on the initial utilized batance only (that is, the amount the borrower receives at closing). Commissions paid on these estimates are tentalive and not earned. The final commission credit will be based upon the final utilized. belience on the Home Equity Line of Credit. The final utilized balance (for purposes of commission credit) shall be determined based on the ending balance of the billing cycle at the end of the third month. If the change is an increase equal to or greater than \$5,000, than an upward commission credit adjustment shall be given based on the entire amount of the increase. If the change is a decrease greater than or equal to \$5,000, then the estimated commission credit shall be adjusted downward by the entire amount of the decrease. Any utilized balance change that is not at least \$5,000 or greater does not trigger a change in the commission credit.

The minimum commission credit on any line of credit is \$50 regardless of utilized amount. The minimum commission credit on a purchase Simo Home Equity Line of Credit is \$200 regardless of utilized amount.

Example

Example of Increase:	"Comminent"	e ^{ta} Balance	commission was
Initial Transaction (commission credit advance)	\$1,000,000	\$750,000	\$750,000 x 43 bps = \$3,225
Three month review (final commission credit calculation)	\$1,000,000	\$900,000	\$900,000 x 48 bps = \$4,320 (\$1,095 difference)
Total			\$4,320

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Evani	Commitment	Balance	Commission
Initial Transaction (commission credit advance)	\$1,000,000	. \$750,000	4750,000 x 43 bps = \$3,225
Three month review (final commission credit calculation)	\$1,000,000	\$500,000	\$500,000 - \$750,000 = -\$250,000 x 43 bps = -\$1,075

9. Wells Furgo Employee Loans

Commission rate for loans originated by Employee for employees of Wells Fargo entities, including WFHM, shall be a fial 35 basis points of the funded loan volume. Employees can still be directed to the HOME Team 800 phone number. There is a fiat 10 bps prefer to refer commission credit for loans referred that fund through the HOME Team 800 phone number. No further commission rate adjustment for WFHM to WFHM refinance loans. No further commission rate adjustment for Wells Fargo Bank loan referms.

Employees must refer 3-Step Employee Loans to the HOME Team for loan fundings. If the Employee does attempt to originate 3-Step Employee loans, then there will be no commission credit on those fundings.

 Premiere Asset Services Loens.
 Commission rate for loans originated by Employee and derived from referrals from Premiere Asset Services shall be per the standard commission credit schedule.

11. Construction Loan Express (CLX) Loans

Commission rate at the construction tourn close shall be a flet 25 bps. No unit credit at construction close.

Commission credit at the parmanent loan funding shall be according to the standard commission schedule for that product, less any commission credit given at construction ban closing.

12. Builder Louns

Employees are required to collect the Builder Beal fee within 35 days of the initial lock date, violation of the fee collection policy could result in performance counselling, an informal or formal warning, and/or loss of the right to originate loans under the Bullder Best Program.

Builder Loans with Extended Locks:

Employees are required to collect the Extended Lock fee within 35 days of the initial lock date, violation of the fee collection policy could result in performance counseling, an informat or formal warning, and/or loss of the right to originate loans under the Extended lock options.

13. Special Marketing Programs and Special Addendums.
Commission rate for special loans, non-standard products and unique errangements shall be set forth in the applicable Program Guidelines.

14. Assumptions and Bridge Loans,

Ho participation by Employee except as set forth in applicable Program Guidelines.

No participation by Employee unless the loan comes out of accommodation status within 90 days of loan functing. Commission credit will not be given until the loan comes out of accommodation status unless approved by the Regional Sales Manager.

16. Mortgage Associate.

Upon voluntary request from Employee, and subject to WFHM's consent, WFHM may elect to hire a Mortgage Associate to assist Employee with securing residential mortgage business. In such a case, Employee shall no longer be eligible for commissions under the commission credit schedule herein, but instead will be eligible for commission credit under one of the three schedules set forth on the current Attachment B, Compensation Plan Amendment for Home Mortgage Associate, attached hereto and incorporated by reference, as it may be amended or modified by Employer from time to time. The applicable schedule shall be set forth on Employee's Attachment A.

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in addition, Employee may voluntarily choose to split or share a portion of his/her commission credit with an Associate. To the extent that a Mortgage Associate and Employee agree to voluntarily share duties and split commissions, then solally for ease of administration the commission shall be calculated under the Employee's. Employee ID number, and the commission share attocated to the Mortgage Associate shall be reflected as a line item adjustment on the Employee's commission report. Despite this accounting method, any commissions earned by the Mortgage Associate is a result of the commission split will be the Mortgage Associate's own earnings and the Associate shall be responsible for all payroll and income taxes on those amounts. To be effective, any voluntarity agreement to split commissions between an Employee and Mortgage Associate must be memortalized in Attachment A for the Employee and the Compensation Plan for the Mortgage Associate.

17. Prefer to Refer.

Commission credit on any loan referred by Employee to another HMC or a program specialist, or on any loan funded by Employee and derived from a referred from another HMC or a program specialist, shall be granted in accordance with the Prefer to Rafer Compensation Plan Addendum attached hereto and incorporated by reference, as it may be amended or modified by Employer from time to time.

18. Commission Sharing / Commission Splits.

In any case where Employee agrees to shere or split commission credit on any loan with one or more eligible employees, total commission credit to all employees on that loan can exceed the commission schedule set forth herein. Any commission sharing / split can exceed the max commission level in total. Max commission split to the referring rep is \$4,000. Max commission split to the funding rep is \$9,000.

Example

- . \$3M Loan Size
- Referring Rep; \$3M x 25 bps Prefer to Refer = \$7,500. Referral compensation capped at \$4,000.
- Funding Rept S3M x 38 bps (63 bps standard tiering ~ 25 bps Prefer to Refer) = \$11,400. Funding compensation capped at \$9,000.

19. Reconciliation for Early Payment Defaults.

Earning commissions or other incentives on a loan is subject to the condition that the loan must not suffer an early payment default (EPD), as determined by a six (6) month review. EPD is defined as a borrower ninety days delinquent within the first six (6) months of payments coming due. If the loan is an EPD, then the commission credit originally granted will be adjusted downward by the entire amount of the commission rate of pay on that particular san, excluding EPD loans with "life events". This means that the commission credit will be adjusted downward to zero bps for the commission rate of pay on that particular loan.

C. Personal Production Performance Scorecard Bonus

The Performance Scorecard Bonus will consist of two objectives: Customer Loyalty Scores and Initial File Quality (IFQ) Rating Scores on personal production. The Performance Scorecard will be paid on Semi-Annual scores on personal production volume with no true-up or true-down. The performance periods are January 1st inrough June 30 and July 1st through December 31st.

Minimum Requirements.

Employee must be employed by WFHM or an affiliate on June 30th and December 31st to be sligible to be considered for Performance Scorecard Bonus as described below. If Employee is employed by WFHM on the respective dates above but not covered by this Plan for the entire performance period, Employee will be considered for the Performance Boorscard Bonus in accordance with the "Employment Status Changes" Plan provisions.

If Employee has a commission oredit shortage (vs. hourly pay advances) on the first or second Performance Scorecard Bonus pay period, WFHM reserves the right to offset this shortage against the Performance Scorecard Bonus otherwise due.

Customer Lovalty Score Bonus

The Customer Loyalty Score Bonus is based on all of the responses received on questions 4, 5, and 5 of the customer loyalty survey during the performance period on their personal production. If 60% or more of the Employee's responses receive 5s on all three questions, then the Employee with be eligible for a Customer Loyalty Score Bonus. The Employee can also quelify for the Bonus if their score on personal production is outperforming the company average during the applicable performance period.

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The Bonus is three (3) tips on the Employee's funded volume during the applicable performance period. Monthly funded volume shall include purchase and refit funded volume, Corporate Connection funded volume, and Home Equity loans funded volume and lines of credit utilized balance volume (as described herein). Brokered out loans are excluded, and loans referred to other employees are excluded.

Loans trued-up to a minimum commission level with be eligible for an additional three (3) bps bonus during the performence period. Loans achieving the max commission credit per loan will not be eligible for an additional three (3) bps bonus during the performance period. This will include loans achieving a max commission credit when the morthly commission and performance scorecard bonus achieve the max commission + bonus credit in combination.

Example: \$1.5M loan size at 63 bps monthly commission credit = \$9,450.
\$1.5M loan size at 6 bps semt-annual performance scorecard bonus credit = \$900 Monthly commission credit and semi-annual bonus credit = \$10,350 in total Total mex commission + bonus credit payout will equal \$10,006

IFQ Score Bonus

The IFQ Score Borus is besed on as of the IFQ tool scores (includes canceled and denied lipsus) during the performance period on their personal production. If 80% or more of the Employee's fies are scored in a "green" status, then the Employee will be eigible for an IFQ Score Borus during the performance period on their personal production. Green status shall be communicated in writing by WFHM and maybe modified from time to time.

The Bonus is three (3) bps on the Employee's funded volume during the applicable performance period. Monthly funded volume shall include purchase and rell funded volume, Corporate Connection funded volume, and Home Equity loans funded volume and lines of cradit utilized belence volume (as described herein). Brokered out loans are excluded, and loans referred to other employees are excluded.

Loans trued-up to a minimum commission level will be eligible for an additional three (3) bps bonus during the performance period. Loans achieving the max commission credit per loan will not be eligible for an additional three (3) bps bonus during the performance period. This will include loans achieving a max commission credit when the monthly commission and performance scorecard bonus achieve the max commission + bonus credit in combination.

Example: \$1.5M loan size at 63 bps monthly commission credit = \$9,450.
\$1.5M loan size at 6 bps semi-annual performance scorecard bonus credit = \$900 Monthly commission credit and semi-annual commission credit = \$10,350 in total Total max commission + bonus credit payout will equal \$10,000

D. Commissions and Advance Calculation.

Here is an example of the steps taken to calculate compensation on a monthly basis. This example illustrates only how monthly commissions are handled and does not include bonuses or other incentives.

1. Requisi Hourty Pay

Employees will earn an hourly rate of pay for each hour worked. This will show as "Regular Pay" on the Employee's paycheck. The hourly rate will be as established from time to time by the Employer, in the Employer's sole discretion.

Example: \$12.00 hourly rate \$12.00 x 40 hours = \$480 per week of "regular pay"

2. Overtime Pay

Employees will earn 1.5x the hourly rate of pay for each overtime hour worked. This will show as "Overtime Pay" on an Employee's paycheck.

Example: Eight (8) hours overtime \$12.00 x 1.5 x 8 = \$144.00 per week of "overtime pay"

3. Advance on Commissions

The first 1x the hourly rate of pay serned for all hours worked end other paid time is an advance equinat commissions, bonuses, and other incentives. The additional 0.5x overline premium is not an advance.

Example: 40 hours regular + eight (8) hours overtime \$12.00 x 40 hours = \$480 per weak of "regular pay" \$12.00 x 8 = \$96 per week of "streight time OT pay" \$480 + \$96 × \$576 advance on commissions, bonuses, and other incentives

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Commissions Gross commissions will be calculated according to the commission credit schedule and the loans funded in the month. The advance will be subtracted to determine the net commissions. If the net commissions are negative, that ... deficit will be carried forward as an advance against gross commission in the next month.

Example: \$5,000 gross commissions for month \$1,920 regular pay for month (\$480 x 4 weeks) \$384 streight time OT pay for month (\$98 x 4 weeks) \$5,000 - \$1,920 - \$384 = \$2,809 commission payable

Commission Overline Pay

Employees will also be paid an overlime premium on commissions. The net commissions will be divided by total hours for the month to determine an hourly commission rate. Employees will be paid 0.5x that rate for each overtime

Example: \$2,596 commissions payable 192 total hrs worked (4 weeks @ 48 hrs per week) 32 overtime hours (8 per week x 4 weeks) \$2,698 / 192 x 0.5 x 32 = \$224.87 for month

Monthly Total: #1 Regular Pay: \$1,920 #2 Overtime Pay: \$676 #3 Commissions: \$2,695 #4 OT Premium on Commissions: \$224.67 \$5,416.67 total monthly payment

Please refer to the Team Member Handbook and FAQ document posted on Retail Change Central for further details.

E. New Employee Start-Up Oplions,

If Employee is a new employee of Employer, one of the start-up options below may be selected by the 1st level manager with approval from the 2rd level manager. The option selected will be in force for a limited period of time beginning with the first day worked. All start-up options require approval of the Regional Sales Manager and an extension may be granted at the discretion of the Regional Sales Manager. Either option, the guaranteed advance or commission split, may be reduced or eliminated on a prespective basic at the sole discretion of the Employer. Any loans registered effer the expiration or termination of fils Option are subject to the standard commission schedule set forth above.

1. Guaranteed Commission Advancement

A guaranteed commission advancement in the form of hourly pay may be authorized for a limited amount of time for a new Employee. During the time Employee is receiving guaranteed advances, if the gross commission credits are less than the advances, the difference is not carried over into the following month as required with normal hourty pay. Guaranteed advances shall typically be limited to thirteen pay periods, at which time stendard incentive pay advance provisions apply per Plan terms.

- Employee is put on a guaranteed advance of \$24 per hour commencing at hire on March 1 through April of the SMITH YEST.
- If Employee has \$3,000 in gross commissions on loans funded in March, Employee will receive the guaranteed advence amount, e.g. \$1,920 per pay period assuming 40 hours per week or roughly \$3,840 in a typical month, and the remaining \$840 difference will not be carried over to offset commissions on April fundings.
- If Employee has \$5,000 in gross commissions on towns funded in April, Employee shall receive the guaranteed advance amount, e.g. \$1,920 per pay period assuming 40 hours per week or roughly \$3,840 in a typical month, and \$1,160 in net commissions paid in May.
- Starting in May, the advance is no longer guaranteed and, therefore, any shortages going forward between gross commission and advances will be carried over each month until fully recovered from commissions, bonuses, or other incentives under this Plan.

2. Commission Split Upon Registration/Funding

2. Continuation spin opini registrations obtained during the term of this Option, the Employee's commission rate shall be specified by the 1st level manager on Employee's Attachment A. Commission credit at the rate specified on the Attachment A shall be given on mortgage toan registrations obtained by Employee and accepted into processing during the month. An additional commission credit at the rate specified on the Attachment A shall be given during the month the loan. funds. In no case shall commission credit be given on credit-only applications. All loan types that pay outside of the standard tiering structure are not eligible for the Registration/Funding startup option.

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The following loan types are some, but not all, examples of toan types excluded from this Option and commission credit shall be given per standard Plan terms:

- Wells Fargo to Wells Fergo Refinance Loans
- Relationship Product Loans
- Walls Fergo Employee Loans
- Referrats to Program Specialists (Prefer to Refer) Including Corporate Connection and Program Connection
- Canceled Loans (if a loan cancels, the commission credit from the application will be adjusted from future fundings)

Employee's eligibility for this Option is conditioned on Employee continuing in employment through the and of the imperpose a segionary as the Option. If Employee's employment ends for any reason during the term of this Option, all commission credits shall be determined per normal Plan terms.

F. Fee Collection. It is the responsibility of the Employee to collect up-front third party fees including, but not limited to, the appraisal and credit report. Employee acknowledges that failure to collect is a willful violation of the Employer policy. Employee's commission credit shall be adjusted to account for any and all uncollected fees on canceled loans (including brokered out canceled loans), and denied loans.

Section V. PAYMENT SCHEDULE

- A. General, Subject to the commission reconciliation process set forth above, net commissions (gross commissions less hourly pay advances) shall be paid on the last pay period of each month based on the actual funding of mortgage loans originated by Employee during the previous month. The Semi-Annual Performance Scorecard Bonus on personal production (net of advances) shall be paid no later than 60 days following the end of tive semi-annual performance period.
- B. <u>Hourly Pay is Fully Earned</u>. The feet that hourly pay (Advances on Commissions) is taken into account in calculating net commissions/incentives under this Plan shall not give Employer the right to recover any hourly pay back from any employee. Hourly pay is fully vested when serned and is not subject to recapture by Employer under any dicumstances.
- C. When incentive Psyments are Earned. To sam commissions, bonuses, or other incentives under this Plan, the Employee must be actively employed by Welts Fargo through the date commission credit is granted and through the and of the applicable performance period, unless otherwise expressly provided in this Plan or required by applicable law. This is an express condition of earning incentives under this Plan, it being one purpose of this Plan to provide an incentive to the Employee to remain in employment with Employee. This condition also recognizes the Employee's engoing job responsibilities with respect to the closing of loans on which the Employee may be eligible to receive commissions/incentives. As provided in this Plan, some commissions and other incentives are estimates when paid, or are subject to adjustments after they are paid. When paid, those commissions, bonuses, or other incentives are advances of anticipated wages and are not wages that the Employee has earned. Those advances are not carried until after all adjustments provided for in this Plan have been calculated and implemented, and the other terms and conditions of the Plan have been satisfied.



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Section VI. ADMINISTRATION

- A. Withholding Taxes. Employer shall deduct from all psyments under this Plan an amount necessary to satisfy federal, state or local tax withholding requirements. These obligations will be withheld from the Employee's compensation prior to payment.
- B. No Guarantee of Employment. Participation in this Plan does not constitute a guarantee of contract of amployment with WEHM, or participating employer. Such participation shall in no way interfere with any rights of WEHM, or participating employer, to determine the duration of a participant's employment or the terms and conditions of such employment. Therefore, each Employee shall remain an employee-at-will at all times during the duration of employment with Employee.
- C. <u>Plan Administration</u>. The Plan Administrator is the EVP, Human Resources for WFHM. The Plan Administrator has the full discretionary authority to administrat, interpret and construe the terms of the Plan. The Plan Administrator may, at any time, delegate to other personnel such responsibilities as it considers to be appropriate to such the day-to-day administration of the Plan.
- D. <u>Amendment and Termination of the Plan.</u> The Plan Administrator, with approval of the Head of WFHM, may amend, suspend or terminate the Plan at any time for any reason, with or without notice. No amendment, suspension or termination of the Plan shall adversely affect Employee's commission/incantive pay earned under the Plan prior to the affective date of the amendment, suspension or termination of the Plan.
- E. <u>Disoute Respiration Process</u>. The Plan Administrator has the authority to resolve all issues and disputes related to the Plan. If Employee betwee that his/her commission/bonus or other incentive pay is incorrect, either by being overpaid or underpaid, Employee must give written notice of the error to the Plan Administrator (or its delegate) within 80 days after Employee receives the incentive pay Employee believes to be incorrect. The notice should include calculations or other retevent facts supporting the request for review. Within 90 days, the Plan Administrator (or its delegate) will review the request to determine if there is an error and whether an adjustment is appropriate to offset the error. To the extent an adjustment is appropriate to offset the error. To the extent an adjustment is appropriate to offset the determination. All decisions by the Plan Administrator will be final, conclusive and binding.
- F. <u>Attachment A.</u> All Attachment As are on-line for electronic usage and sign off. Follow instructions on the Attachment A website for instructions and frequently asked questions (FAQ). The link to the Attachment A's is:

http://bonuscommission.w/hm.homesteed.waijs/argo.com/

The Bonus Commission Accounting customer service number le: 515-213-2458.

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	BECKEPESSEE	ALTON SEVEROR DE LE COMPANY DE LA COMPANY DE
MEND MONTH MAN	The state of the s	C Soft Buite Patentine Store to
CHANGE New Hire, Transfer In, OR Promotion In	Eligible for monthly commercian credit for funded barrs for the position held for the partial worth, subject to Pten barrs.	Credit toward the Performance Scorecerd Sonue will be everyded for actual eligible funded from volume and scores received commencing immediately upon the effective title of him, transfer or promotion into an eligible position,
(Employee becomes a participant aubeequant to first day of the Plan Year)		subject to Plan terrors.
Transfer or Promotion Out (Employee discontinues Plan participation due la transfer or promotion into a non-aligible position within Welfe Fergo)	Eligible for marship contribution around for eligible loans which fund within thirty (30) days after transfer or promotion sut of a position covered by the Plant, or is accordance with after law, provided Employee remains employed with Watts Flargo for the firity (30) day period following the transfer or promotion.	Cracit toward the Performance Scorecard Scruss will be awarded for actual elogible funded loans viduate and accesse received through the effective date of templer or promotion out of a position covered by the Plan, subject to Plan terms. Employee remains employed with Webs Fargo for the semi-annual performance period following the transfer or promotion.
		Subject to transfers, credit toward the Performance Scorecard Sonus will be awarded for actual eligible funded four volume and ecores received commencing immediately upon the effective date of transfer or promotion trip the payeligible position, subject to Plan terms.
Voluntary Termination (Employee discontinues Plan participation due to voluntary terretration of amployment. If, at the time of voluntary terretrotion, from member to eligible for Petinement, see "Retirement" befow.)	Eligible for monthly commission credit for all gibs loans which sund white thinty (30) days after termination of employment, or in accordance with state law. No commission and tains be awarded for loans which fund more then thinty (30) days after the date of termination of employment.	Not eligible for Performence Scorecard Bonue if Employee is not employed on Juste 30° or December 31° in accordance with the Plan Terms, Linkes Employee retires. (See Testirement' below.)
Involuntary Termination for Misconduct*	Failure to meet infnimum standards and requirements dequalifies Employee from seming componentics under the Flan. No monthly commission are dit shall be awarded for loans which fund in the month of termination.	Not eligible for Performance Scorecard Bonue II the Employee is not employed on June 30 th or December 31 th in eccordance with the Plane Lerms.
Qualifying Event Under Salary Continuation Pay Plan (Employee discontinues Plan participation due to a qualifying event under the WF Salary Continuation Pay Plan In effect et the time of the event	Eligible for monthly commission credit for alligible loans which lund within thirty (30) days after the end of the Employee's notice period.	A pro-rate where of the Performence Scorecard Borrus will be awarded, if any, based on adjust accress and fundings through the calendar month that includes the end of Employee's notice period.
Death or Retirement*	Eligible for monthly commission credit for eligible bons which fund within thirty (30) days after Employee cles or redres." No commission credit shall be awarded for loens which fund more than thirty (30) clays after the date of deeth or retiresteri. Payment wit be made to Employee, or Employee's estate.	Employee, or Employee's estate, will be paid a pro-rate share of the Performance Scorecard Borus tased on the actual scores and fundings through the end of the calender month in which Employee clies or refine."
Approved Leave	Normal commission credit, if any, per Plan larms will continue during the leave.	Eligibity for the Performance Scorecard Bonus will be awarded, if any, based on actual scores and fundings during the performance period.
Paid Time Off	Pay received for PTO is regular pay for the standard hours Employee would have worked if Employee were not using the PTO. This amount is advanced against the commission credit. Normal coemitssion credit, if any, per Pten terms will continue during approved ped time off.	No impact to the Performance Scorecard Sonue.

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*For purposes of this Plan, Retirement is defined as the termination of employment after reaching the earlier of (f) age 55 with 10 years of service. (II) 80 points (with one point credited for each completed age year and one point credited for each completed year of service), or (III) age 65 with one completed year of service.

"For purposes of this Plan, Missonduct means (I) Employee's receipt of notice of termination by Employer arising from 1) Employee's continued failure to substantially parform Employee's job duties, after recallpt of written notice from Employer of the parformence issues; 2) Employee's conviction of a crime that Employer determines requires termination or an act or omission that Employer determines renders Employee unbondable; 3) Employee's violation of Employer's policies including, but not limited to. Well's Fargo's Code of Ethics and Business Conduct, Information Security Policy or Compliance and Risk Management Accountability Policy; 4) violation of statutory, regulatory or any other comptlance requirements applicable to Employer's business activities; 5) a breach of Employee's Employment Agreement of Trade Secrets Agreement with Employer and all exhibits and attachments thereto; and/or 6) brokering loans outside of Employer or one of its affiliates without Employer's knowledge and approval.

Commissions and advances during Short Term Disability (STD). Employees are eligible to participate in the Wells Ferge & Company Short Term Disability Plan (the "STD Plan"). Detailed STD Plan information is available in the Benefits Book for Wells Ferge Team Members of by calling Leave Menagement at the HR Sarvice Center, 877-HRWELLS (1-877-479-3557). Employee must use PTO to cover the STD Plan's seven-day waiting period. Pay received by Employee for this PTO will be advanced against monthly commissions as if Employee were working.

For the period in which Employee receives benefits under the STD Plan, monthly commission credit will continue as

- Total monthly commission credit minus
- total monthly standard or guaranteed advance minus
- any total monthly advance deficits
- equals commissions payable
- Then separately, an added STD benefit payment

The excess (if any) not commission credit is paid to the Employee. In no case shall the employee be paid less than the calculated STD benefit level each month while on Approved Leave.

Example - January Fundings - Employee oges on Approved Leeve mid-month;

Total Gross Commissions =

\$5,000

Total hourly pay advance -

1960 (partial month)

Total monthly advance deficit =

Total commissions payable =

\$4,040 (commissions less advance) \$1,923" (partial STD benefit for the month)

Total monthly 8TO benefit = Total monthly compensation =

\$5,903 (total net commission and STD benefit)

*Based upon covered pay of the maximum \$50,000 benefits base for STD benefit

Example - February Fundings - Employee is on leave for the full month:

Total Commission Credit =

\$2,000

Total monthly advance =

\$0 (no work performed)

Total monthly advance deficit = Total commissions payable=

30

Total monthly STD benefit =

\$2,000 (commissions less advance) \$3,846* (full month of STD benefit)

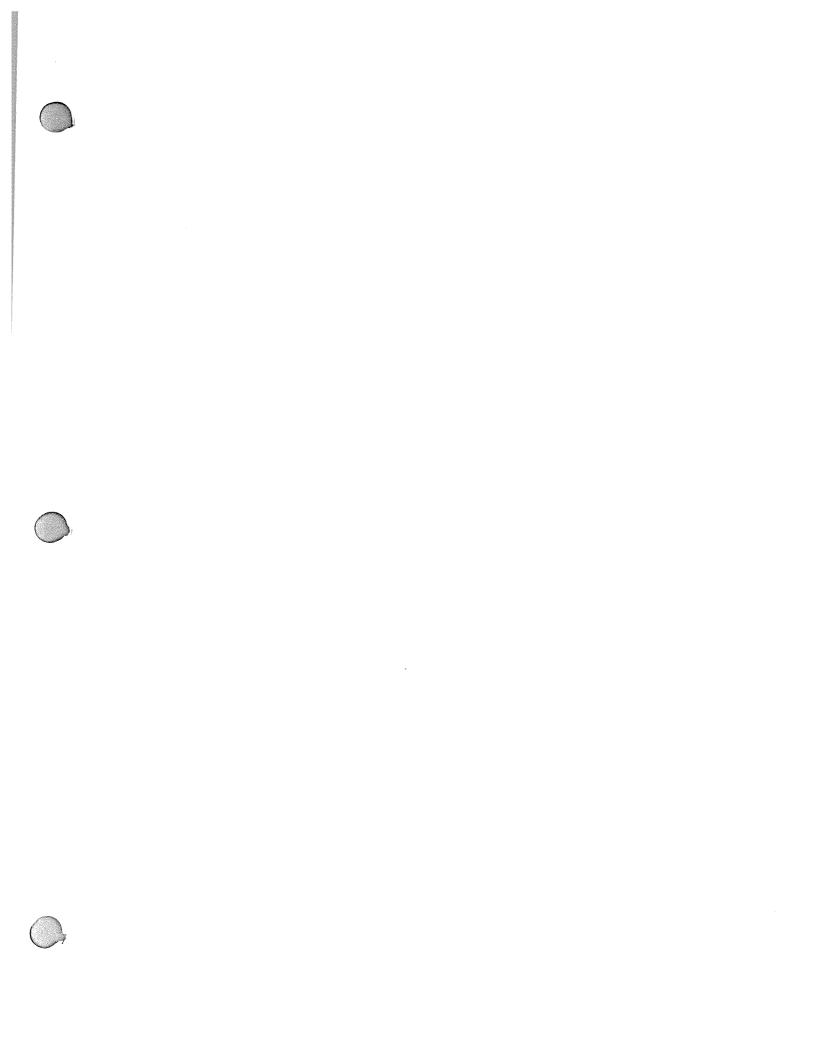
Total earned monthly compensation =

\$5,846 (total net commission and STD benefit)

*Based upon covered pay of the maximum \$60,000 benefits base for STD benefit

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Wells Fargo Home Mortgage 2012 Incentive Compensation Plan for Branch Sales Manager - Producing

Section I. PURPOSE

The Wells Fergo Home Mortgage Incentive Compensation Plan for Branch Sales Managers (the "Plan") is designed to modules and reward your contributions and reinforce the read to meet the risk and compliance accountability requirements of your position. WFHM is committed to providing the basis possible customer experience. As a Branch Sales Manager and perfolpent in the Plan, you are expected to coursed borrowers and HMCs you manage to product options, educate borrowers on the loss process, and provide timely and accurate communication throughout process. You will be rewarded for originating and managing HMCs that originate high quality loans and lines that meet Wells Fargo guidelines and regulatory requirements and for delivering the best possible customer experience.

For purposes of this Plan, Wells Fargo Horne Mortgage shall be referred to an "WFHM" or "Employer". Brench Sales Manager shall be referred to an "Employee". Wells Fargo & Company shall be referred to as "Wells Fargo."

Soction II. EFFECTIVE DATE OF THE PLAN

The Plan is effective for loans that have funded January 1, 2012 and after (the "Effective Date"). The lemms and conditions of the Plan are subject to periodic review and may be adjusted by WFHM. (See "Amendment and Termination of the Plan" in Section VI D.)

This Plan reflects WFHM's expectations of the mortgage-landing environment. The Plan is subject to change at any time at the Employer's sole discretion. WFHM will continue to moritor market conditions and may modify any of the provisions of the Plan.

Section III. ELIGIBILITY

Team Members of WEHM, a division of Wells Fergo Bank, N.A., or of a participating employed, classified as Employees within National Consumer Landing are eligible to perficipate in this Plan. Other team members are alignby to perfugete only at the discretion of the Executive Vice President, Retail National Sales Manager, or other descented representative.

To be eligible for compensation under the Plan, you must easily minimum standards and requirements as set forth in the Plan. Additionally, you must eithere to White Fargo's Code of Elitics and Business Conduct, Wells Fargo's employment policies, and the compliance and risk menagement accountability requirements for your position, including, but not limited to, compliance with all policies, laws, rules, and regulations applicable to WFHM business activities as a condition procedent to earning compensation under the Plan. Faiture to meet these minimum standards and requirements will dequality you from earning compensation under the Plan (unless otherwise determined by WFHM) and may result in corrective action, including, but not limited to, immediate termination of employment. Please relat to the Handbook for Wells Fargo Team Members for Information about Wells Fargo's employment polices, the Code of Ethics and Business Conduct, and the Compliance and Risk Management Accountability Policy.

Compliance with Laws and Governance

The determination and payment of any Incentive compensation under the Plan is subject to the conditions and restrictions imposed under applicable laws, rules and regulations. A Participant's rights to or receipt of compensation under the Plan may be limited, modified, cancelled or recovered to ensure complication with all such applicable laws, rules, regulations and guidance that may be leasued there under. In addition, the Plan Administrator and/or WFHM (subject to the suthority of the Human Resources Committee of Wells Forgo's Board of Directors (the "HRC")) has the full discretionary euthority to adjust or amend a Participant's incentive opportunity or incentive payout under the Plan at any time.

A Participant's incentive opportunity under the Plan may be adjusted or denied, regardless of meeting performance measures, for unsatisfactory performance or non-compliance with or violation of Wells Fargo's:

- 1. Code of Elhios and Business Conduct;
- Information Security Policy, and/or
 - Compliance and Risk Management Accountability Policy.

¹ A pacticipating employer means any subsidiary or joint venture partner of Walls Farge Home Mortgage, a division of Walls Farge Bank, N.A., that elects to participate in the Plans extrest to the approval of Walls Farge Home Mortgage. For purposes of this Plans, leferences to Employer's includes such participating employers.

(01/01/2012)

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Brench Sales Myr - Producing



Clerification of intent and impact

All components of the borus plan are subject to adjustment. Examples of outcomes that would result in a borus adjustment include:

- Significent control deficiencies in the manager's span of control identified in the Branch Risk Review
- Repeated ratings of "Needs Significant Improvement (NSI)" for a certain branch in the Branch Risk Review process.
- Instances of freud within the manager's spen of control.
- Failure of the manager to comply with WFHM policies, lews, rules, and regulations applicable to WFHM business activities, or
- Failure to investigate and resolve known instances of non-compliance within the manager's spen of control.

In the event that one of these issues occurred, the facts and circumstances would be researched and reviewed in conjunction with Human Resources, Compilance, and other control functions. The final borus impact would be determined at management's discretion.

Incentive compensation awards under the Plan may be peld in the form of cash or equity, or a combination thereof, in WFPAI's discretion. To the extent at or a portion of an award will be peld in equity, the equity award will be made under the Wels Farge & Company Long Term Incentive Compensation Plan (the "LTICP"). LTICP awards are conditioned upon and subject to the approval of the HRC and are subject to such terms and conditions as approval by the HRC in accordance with the provisions of the LTICP as reflected in the applicable award agreement.

Section IV. COMPENSATION

- A. General. Compensation shall be comprised of a salary set by the Employer plus the following components:
 - Monthly Commission;
 - Personal Production Performance Scorecard Benue;
 - Monthly Volume Overfide,
 - Quarterly Purchase Bonus; and
 - . Direct & indirect Report Performance Sporecard Bonus.

For all Ptan provisions, a basis point ("bp") shall be defined as one one-hundredth of one percent (1 bp = 0.0001 or 0.01%).

Provided Employee satisfies all conditions and minimum requirements as set forth in the Plan, and subject to all Plan terms, commission cradit will be granted for the month in which the loan actually funds (i.e. dispursement of funds to the closing/settlement agent). Funded loans will be reported in dotters and units on the Actual versus Plan (AVP) branch Profit and Loas (P&L) statement.

As used in this Plan, "incentive" refers to commissions, bonuses, and all other incentive payments for which the Employee is slightle under this Plan.

B. Standard Commission Schedule.

Commission rate of pay under this Plan is determined by the type of residential mortgage and the monthly funded volume (dollars "5" or units) of residential mortgage business secured by Employee. Commission credit shall be based on the following standard commission exhaults, subject to any modifications set out in Attachment A hereto, which is incorporated by reference, and which may be amended or modified by Employer at any time.

1. Standard Commission Schedule

The Standard Commission Schedule determines the commission rate based on the Employee's monthly funded and referred dollar volume that funds or funded and referred units that fund, whichever is greater. The <u>higher rate</u> derived from the schedule per units or dollar volume applies.

(C1/01/2012)

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Branch Sales Mgr - Producing

......The commission rate is applied to the funded losn dollar volume to determine commission credit.

Monthly Only	13 Youngarow Volume (3)	Month	v Senin-Annual	N Ol
by Enthbyon	English Spraintenance (Control	7 204	** Production	THE COMPANY
		St. (198)	3000 20 1000	278
- Contract C) V AS	Real -	
1-6	\$0 - \$899,000	43	6	49
7-9	\$900,000 - \$1,399,999	48		54
10-12	\$1,400,000 \$1,696,969	58	8	84
13 and above	\$1,900,000 and above	63	6	59

These standard commission rates apply unless a different, specific rate applica. Commission rate for any loan types described below shall be according to the provisions below in fleu of this Standard Commission Schedule.

purposes of determining the purchase and relinence commission rate:

- WF HM to WFHM refinanced ban commission rates are a flat 43 bps.
 Portfolio Lòans (funded and referred) shell be included in monthly funded doller (\$) volume or units.
- Brokered out loans (funded and referred), and construction loans shall be excluded from monthly funded dollar (\$) volume or units.
- Referrals to program specialists (including Corporate Connection) shall be included in the monthly funded dollar (3) volume or units. Referrals to program specialists count for commission credit being on personal transactions. Referral dollar (5) volume and units count in the month that the referral funds with the program specialist.
- Wells Fargo Home Equity loans and tines of credit (funded and referred) shall be included in \$ volume totals based on the initial utilized belance.
- All Wells Forgo Home Equity bean funded and referred in the first position, shall be included in monthly funded unit totals. All other Wells Fargo Home Equity loans and times of credit (funded and referred) shall be excluded from unit totals. Commission rates on these loan types are described below.
- All Wells Fargo Bank referrel loans that fund shall have a commission rate of a flat 43 bps.
- All Program Connection (including Corporate Connection) referred loans that fund shall have a commission rate of a flat 45 bps.
- Loans transferred from JVs to fund with WFHM will follow the internal commission credit rate of a flet 43 bps.
- Minimum commission crudit per loan of \$700. Excluding certain refinences within six (6) months as described
- Maximum commission credit per loan of \$10,000.

	Comm	Healon Examp	04;							
PEAR	15 2	CANON DE PROPERTIES		na Heri Loan	4.74	Post R	SAMO	Caprible	E W	I THE
13.24	15:21:	DE RE	240.	MININE IN	t n	10 3 × 2	SE LOUIS	a spiral val	N. Carlot	#C W! TH
780			2	PARTY NAMED IN	2:10	AC PERSON	200	LINE WEEK	N 724 (2 ")	
شنرنسا	J Unite	Votume &	Unite	Vojume \$	Urts	Volume 5		i.	l	
_April	1 4	\$500,000	- 2	\$750,000	2	\$250,000	48 bps	48 bps	43 bps	\$4,678
May		\$1,000,000		\$250,000	2	\$250,000	63 bas	63 bos	43 bos	\$8,950
June	3	\$200,000	5	\$500,000	3	5500,000	53 bos	d) bos	43 bps	\$6,500
July	10	\$1,900,000	Ž	\$300,000	2	\$300,000	B3 bos	63 bos	43 hos	915 180

2. Refinences within six (0) months.

Employee will not be eligible for commission credit on the refinence of an existing WFHM loan that originally funded less than three (3) months prior to the refinence funding dels. Commission rate on a refinence of an existing WFHM loan that originally funded four (4) to six (6) months prior to the refinence funding dels ahad be no greater than 25 bps of the funded loan volume. The minimum commission credit per loan is not applicable to refinences within six (8)

3. Refinences within six (6) months with a loan having a pre-pay penalty Employee will not be eligible for commission credit on the refinence of an existing WFHM loan that originally funded less than six (5) months prior to the refinance funding date with any loan or line of cradil having a pro-pay ponally.

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4. Specialty Refinance Rates.

- HARP Three (3) Step refinenced loan commission cradit rates are par the standard commission schedule.
- WFHM loan of a Freddis Mac to Freddis Mac Rettel Rethance Mortgage retrianced loan commission credit
 rates are per the standard commission schedule WFHM loan of a Freddis Mac to Freddis Mac Relief Retriance
 Mortgager Three (3) Step Express refinanced loan commission credit rates are per the standard commission
 schedule
- Theditional Three (3) Step Express refinenced toan commission credit rates are a first 43 bps. (WFHM to WFHM refinence)
- Tractitional Three (3) Step Rate/Term Refi refinanced loan commission credit rates are a Set 43 bps. (WFHM to VVFHM ratinance)
- Traditional Three (3) Step Cash Out Rafi refinanced loan commission credit rates are a flat 43 bps. (WFHM to WFHM refinance)
- VVFHM loan of a Farnis Mae to Farnis Mae Refi Plus refinenced loan commission credit rates are per the
- WiTHM loan of a Farm's Mac to Farm's Mac DU Refi Plus refinanced loan commission credit retus are per the standard commission schedule.
- Non WFHM loan of a Fannie Mae to Fannie Mae DU Reit Plus refinanced toen commission credit rates are per the standard commission schedule.
- 5. Government Loans (FHAVA).

Commission credit rate on Government Loans funded by Employee shall follow the standard commission schedule.

6. Non-Conforming Product Sel

Commission credit rate on Non-Conforming Loans funded by Employee shall follow the standard commission schedule.

7. Special Housing Programs (Bond Loans).

Commission rate on Special Housing Programs and other special WFHM programs as announced by WFHM's Secondary Marketing Department (Federal, State or City Bond Programs, etc.) shall be per the standard commission schedule. There is no commission credit (including unit and volume credit) on the second mortgage of a DAP portion of a Bond Lean under \$25,000 is losh size.

- B. Wets Fargo Home Equity Loans and Lines of Credit.
- B.s. Home Equity Loans

Commission cradit rate on Home Equity loans funded by Employee shall follow the standard commission schedule. Refinence commission rate to follow standard WFHM to WFHM refinence schedule. A minimum commission cradit per Home Equity loan of \$700. The minimum applies in lotal for \$700 for a combination of a first and/or second Home Equity loan and line of cradit.

8.b. Home Equity Unes

The following terms apply to Home Equity lines of credit, including purchase money, rate/arm refinences, and cash out refinences on Home Equity lines of credit, including Home Asset Management Accounts.

Commission credit availability and rates

Employee will be eligible to receive commission credit for Home Equity Lines of Credit. The commission credit rate on Stand-sions Home Equity Lines of Credit is the standard commission actionate some Equity Lines of Credit is the standard commission actionate accept that the commission credit rate on refinence is the same as the WFHM to WFHM refinance actionable.

Employee will not be eligible for commission cradit on modifications, subordinations, equity lines to employees of Welle Fargo & Company, and refinences of extailing lines of credit within one year of the original funding date. If the amount of the refinenced line is greater than the original smount, then commission cradit shall be given on the incremental amount only.

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Estimated and final commission credits

An initial, estimated commission credit will be granted when the Home Equity Line of Credit funds. This estimate will be based on the initial utilized batance only (that is, the amount the bostower receives at closing). Commissions paid on these estimates are tentralive and not surred. The final commission credit will be based upon the final utilized balance on the Home Equity Line of Cradit. The final utilized balance (for purposes of commission credit) shell be balance on the increase Equity Links or Create, I has make assisted assumes but purposes to commission setup to determined based on the ending balance of the bitting oyde at the end of the third months. If the change is an increase equal to or greater than \$5,000, then an upward commission credit adjustment shall be given based on the entire amount of the increase. If the change is a decrease greater than or equal to \$5,000, then the estimated commission credit shall be adjusted downward by the entire amount of the decrease. Any utilized balance change that is not at least \$5,000 or greater does not trigger a change in the commission cradit.

The minimum commission credit on any line of credit is \$50 segardless of utilized amount. The minimum commission credit on a purchase Simp Home Equity Line of Credit is \$200 regardless of utilized emount.

Example

Example of Increase:			
Edit By The By	of the second		
Initial Trensaction	\$1,000,000	\$750,000	\$750,000 x 43 bps = \$3,225
(consmission credit	1]
advence)	l		·
Three month review	\$1,000,000	\$900,000	\$900,000 x 48 bps = \$4,320
(final commission			(\$1,095 difference)
credit calculation)		i	
Total			\$4,320

main of Campana

Event 2	e-Comments	A Balarca	ES (-SECONDOM ESSA)
initial Transaction (commission credit advance)	\$1,000,000	\$750,000	\$750,000 x 43 bps = \$3,225
Three month review (final commission credit calculation)	\$1,000,000	\$600,000	\$500,000 - \$750,000 = -\$250,000 x 43 bps = - \$1,075
Total			\$2,150

9. Wells Fargo Employee Louns

Commission rate for loans originated by Employee for employees of Wells Fergo entities, including WFHM, shall be a flat 35 basts points of the funded loan volume. Employees can still be disolded to the HOME Team 800 phone number. There is a \$e! 10 bps prefer to refer commission credit for loans referred that fund through the HOME Team 800 phone number. No further commission rate adjustment for WFHM to WFHM refinence loans. No further commission rate adjustment for Wells Fargo Bank loan referrets.

Employees must refer 3-Step Employee Loans to the HOME Team for loan fundings. If the Employee dose attempt to originate 3-Step Employee loans, then there will be no commission credit on those fundings.

10. Premiers Asset Services Loans. Commission rate for loans originated by Employee and derived from referrate from Premiers Asset Services shall be per the standard commission credit schedule.

11. Construction Loan Express (CLX) Loans

Commission rate at the construction loan close shall be a flat 23 bps. No unit credit at construction close.

Commission credit at the permanent loan funding shall be according to the standard commission schedule for that product, less any commission credit given at construction loan closing.

(01/01/2012)

years are required to collect the Builder Best for within 35 days of the initial lock date, violation of the fee collection policy could result in performance countering, an informal or formal warning, and/or loss of the right to originate loans under the Builder Best Program.

Builder Loans with Extended Locker

Employees are required to collect the Extended Lock fee within 35 days of the initial lock date, victorion of the fee collection policy could result in performance counseling, on informal or formal warning, and/or loss of the right to originals loans under the Extended lock options.

13. Special Marketing Programs and Special Addendums. Commission rate for special loans, non-standard products and unique arrangements shall be set forth in the applicable Program Guidelines. Page 5 of 15

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(01/01/2012)

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14. Assumptions and Bridge Loans. No participation by Employee except as set forth in applicable Program Guidalines.

16. Accommodation Loans.

No participation by Employee unless the loan comes out of accommodation status within 90 days of loan funding. Commission credit will not be given until the loan comes out of accommodation status unless approved by the Regional Sales Manager.

18. Mortgage Associate

Upon voluntary request from Employee, and subject to WFHM's consent, WFHM may elect to hire a Mortgage Apport requires a requirement of the securing residential montgage business. If a rect we see smolleges have been such a case, Employee with securing residential montgage business. If a such a case, Employee shall no longer be signific for commissions under the commission credit schedule herein, but instead will be eligible for commission. credit under one of the three schedules sol forth on the current Attachment B. Compensation Plan Amendment for Home Mortgage Associate, attached hereto and incorporated by reference, as it may be amended or modified by Employer from time to time. The applicable schedule shall be set forth on Employee's Attachment A.

In addition, Employee may voluntarily choose to split or share a portion of its/her commission credit with an Associate. To the extent that a Mortgage Associate and Employee agree to voluntarily share duties and split commissions, then solely for ease of administration the commission shall be calculated under the Employee's Employee ID number, and the commission share allocated to the Mortgage Associate shall be reflected as a line item. adjustment on the Employee's commission report. Despite this accounting method, any commissions earned by the Mortgage Associate as a metall of the commission split will be the Mortgage Associate's own earnings and the Associate shall be responsible for all payroll and income taxes on those amounts. To be effective, any voluntarily agreement to split commissions between an Employee and Mortgage Associate must be memorialized in Attachment A for the Employee and the Compensation Plan for the Mortgage Associate.

17. Prefer to Refer.

Commission credit on any loan ratemed by Employee to another HMC or a program specialist, or on any loan funded by Employee and derived from a refenal from another HMC or a program specialist, shall be granted in accordance with the Prefer to Refer Compensation Plan Addendum attached herete and incorporated by reference, as it may be amended or modified by Employer from time to time.

18. Commission Sharing / Commission Spiks.

In any case where Employee agrees to share or splil commission credit on any loan with one or more eligible employees, total commission credit to all employees on shall been can exceed the commission schedule set forth herein. Any commission sharing / spit can exceed the max commission level in total. Max corrections spit to the referring rep is \$4,000. Max commission spit to the funding rep is \$5,000.

- \$3M Loan Size
- Referring Rep: \$3M x 25 bps Prefer to Refer = \$7,500. Referral compensation capped at \$4,000.
- Funding Rep: \$334 x 36 bps (to bps standard fiering -25 bps Prefer to Refer) = \$11,400. Funding compensation capped at \$9,000.

19. Acconcitiation for Early Payment Defaults.

Earling commissions or other incentives on a loan is subject to the condition that the loan must not suffer an early payment default (EPD), as determined by a six (6) month review. EPD is defined as a borrower ninety days delinquent within the first six (8) months of payments coming due. If the loan is an EPD, then the commission credit originally granted will be adjusted downward by the embre emount of the commission rate of pay on that particular toon, excluding EPD learns with "title events". This means that the commission credit will be edjusted downward to zaro bps for the commission rate of pay on that particular loan.

C. Personal Production Parformance Scorecard Bonus

The Performance Scorecord Bonus will consist of two objectives: Customer Loyalty Scores and Initial File Quality (IFQ) Rating Scores on personal production. The Performance Scorecard will be paid on Semi-Annual acores on personal production volume with no stue-up or frue-down. The performance periods are January 1st strongh June 30st and July 1st through December 31st.

Minimum Requirements.

Employee must be employed by WFHM or an affiliate on June 30th and December 31st to be eligible to be considered. for Performance Scorecard Bonus as described below. If Employee is employed by WFHM on the respective dates above but not covered by this Plan for the entire performance period, Employee will be considered for the Performance Scorecard Bonus in accordance with the "Employment Status Changes" Plen provisions.

(01/01/2012) Page 7 of 15 Branch Sales Mor - Producing If Employee has a commission credit shoringe (vs. hourly pay advances) on the first or second Performance.

Scorecard Borus pay period, WFHM reserves the right to offset this shoringe against the Performance Scorecard.

Britis of the wise due.

The Scorecard Bonus is not eligible to be split with Mortgage Sales Associates. No ad-hoc splits to other HMCs. Any eligible Scorecard Bonus quelified by either the Junior or Santor's fundings will follow the standard monthly commission sharing agreement between the Junior/Sentor.

Customer Lovalty Score Bonus

The Customer Loyally Score Bonus is based on all of the responses received on quertions 4, 5, and 6 of the customer loyally survey during the performance period on their personal production. If 60% or more of the Employee's responses receive 5s on all three quastions, then the Employee will be eligible for a Customer Loyetty Score Bonus. The Employee can also quality for the Bonus If their score on personal production is outperforming the company average during the applicable performance period.

The Bonus is three (3) bps on the Employee's funded volume during the applicable performance period. Monthly funded volume shall include purchase and refi funded volume. Corporate Connection funded volume, and Home Equity loans funded volume and lines of credit utilized behance volume (as described herein). Brokered out loans are excluded, and loans referred to other employees are excluded.

Loans trued-up to a minimum commission level will be eligible for an additional three (3) bos bonus during the performance period. Loans achieving the max commission tredit per loan will not be eligible for an additional three (3) bps bonus during the performance period. This will include loans achieving a max commission credit when the monthly commission and performance accreared bonus achieves the max commission + bonus credit in combination.

Example: \$1,5M losn size at 63 bps monthly commission credit = \$9,450.

\$1.6M losn size at 6 bps semi-annual performance scorecard bonus credit = \$900 Monthly commission credit and semi-annual bonus credit = \$10,350 in total Total max commission + bonus credit peyout viil equal \$10,000

FO Score Borus

The IPQ Score Bonus is based on all of the IPQ tool access (includes carboiled and denied loans) during the performance period on their personal production. If 80% or more of the Employee's files are scored in a "green" status, then the Employee will be eligible for an IPQ Score Bonus during the performance period on their personal production. Green status alves be communicated in writing by WFMM and maybe modified from time to time.

The Bonus is three (3) bps on the Employee's funded volume during the applicable performance period. Monthly funded volume shall include purchase and raft funded volume, Corporate Connection funded volume, and Home Equity loans funded volume and times of credit utilized belance volume (as described herein). Brokered out loans are excluded, and loans referred to other employees are excluded.

Loars trued-up to a minimum commission level will be eligible for an additional three (3) bps bonus during the performance period. Loans othering the max commission credit per loan will not be eligible for an additional three (3) bps bonus during the performance period. This will include loans achieving a max commission credit when the monthly commission and performance accreted bonus solvieve the max commission + bonus credit in combination.

Example: \$1.5M loan size at 63 bps monthly commission credit = \$9,450.
\$1.5M loan size at 63 bps sent-annual performance accreased borus credit = \$900
Monthly commission credit and semi-annual commission credit = \$10,350 in total
Total nex commission + borus credit payout will aquel \$10,000

D. Commissions.

Employee will be eligible to receive a monthly commission credit by personal production. With the Employee already receiving a bi-weekly saleny, the Employee will not be eligible to receive a bi-weekly regular or guaranteed commission draw.

E New Employee Start-Up Option.

If Employee is a new employee of Employer, the start-up option below may be selected by the 1st level manager with approval from the 2st level manager. The option will be in force for a limited period of time beginning with the first day worked. The start-up option requires approval of the Regional Sales Manager and an extension may be granted at the discretion of the Regional Sales Manager. The option may be reduced or eliminated on a prospective basis at the sole discretion of the Employer. Any loans registered after the expiration or fermination of this option are subject to the standard commission schedule set forth above.

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Commission Spill Upon Registration/Funding

Commission Spit Open Registrations obtained during the term of this Option, the Employee's consulation rate shall be specified by the 1st level manager on Employee's Attachment A. Commission credit at the rate specified on the Attachment A shall be given on mengage loan registrations obtained by Employee and accepted into processing during the month. An additional commission credit at the rate specified on the Attachment A shall be given during the month the loan. funds. In no case shall commission shall be given on cradit-only applications. All bon types that pay outside of the standard flering shucture are not eligible for the Registration/Funding startup option.

The following loss types are some, but not all, examples of loss types excluded from this Option and commission credit shall be given per standard Plan terms:

- Wate Fargo to Wells Fargo Ratinance Loans (including refinence within six (6) months)
- Relationship Product Loans
- Wells Fergo Employee Loans
- Referrels to Program Specialists (Prefer to Refer) including Corporate Connection and Program Connection Canceled Loans (If a loan cancels, the commission credit from the application will be adjusted from future

Employee's eligibility for this Option is conditioned on Employee continuing in employment through the enti of the time period covered by the Option. If Employee's employment ends for any reason during the term of this option, all commission credits shall be determined per normal Plan lemss.

- F. Fee Collection. It is the responsibility of the Employee to collect up-front third party fees including, but not limited to, the appraised and credit report. Employee acknowledges that failure to collect is a withit violation of the Employer policy. Employee's commission credit shall be adjusted to account for any and all uncollected fees on canceled loans, (including brokered out canceled loans,), and donled loans.
- G. <u>Monthly Volume Override</u>, Employee is eligible to earn a monthly override bonus on the funded volume of eligible soles of employees reporting directly to Employee. Override rate shall be determined each month by the total brench monthly funded units and the year-to-date branch Cost Par Loan (CPL) and according to the following actvedule:

W-11/34-40	A 12.18.14	Colin A Rale	Service first
K W.C.D	MIT THE TANK	CECOBOTO BOTTON	CPETOS FORS MOS
1	< 30	0	3
2	30 - 42	2	44
3	43+	3	6

Total Unit Crodits

Unit credit(s) include funded units originated by sligible sales employee reporting directly and indirectly to the Employee and the Employee's personal production.

Special unit crediting rules are as follows:

- Each purchase unit count as one (1). Each refl unit count as one (1).
- Each prefer to refer referrals to employees who are not in the Employee's lemitory shall be contilled as one (1)
- Construction/Perm loans shall be credited as one (1) unit in the month the construction loan funds and one (1) unit in the month the permanent loan funds.
- Loans referred to the Corporate Connection platform shall be credited as one (1) unit.
- Home Equity loans funded as a first deed trust purchase mortgage will be credited as one (1) unit. No units will be credited for any other Home Equity loans or lines of credit.
- No units will be credited for brokered out bans.
- If two or more sales employees split commission on a loan, the unit will be credited for the sales employee indicated as the primary Home Mortgage Consultant on the loan. The unit credit shall not be soil.

Cost Par Loan Includes direct and fulfillment expense. Direct and fulfillment expense is defined as:

- Selaries & Overtime (not including HMCs or SMs) + Banelia & Taxes + Total Non-Comp Expense (Includes Occupancy, Equipment, Advertising, etc.). It does not including bonus or commission expense.
- Fulfilment cost affocations

CPL performence is measured as a roll-up of all the brench(cs) as indicated on the Employee's Attachment A.

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Override Calculation

The override rate shall be applied to the monthly funded volume of eligible sales of only those employees reporting directly to Employee. For example, if Employee has a Sales Manager direct report, then Employee is eligible to earn override on the fainded volume of the Sales Manager but not on the funded volume of the Sales employees reporting the Sales Manager. Monthly funded volume of Employee's direct reports shall include purchase and reli volume. Corporate Connection volume, and Home Equity loans and times of credit. Brokered set loans and Employee's personal transactions are excluded, and loans referred to amployees outside the Employee's territory are excluded.

Year-and Reconcitation of CPL (Column A & B)

At the end of the plan year, the evertide will be reconciled based on the final year-to-date CPL lavel for the branch(es).

1. Minimum Requirements.

Employee must be employed by WFHM or an affiliate on December 31st to be eligible to be considered for the Year-and Reconciliation as described below. If Employee is employed by WFHM on that date but not covered by this Flan for the entire calendar year, Employee will be considered for the Year-end Reconciliation in accordance with the "Employment Status Changes" Plan provisions as set forth in the Plan.

2. Determining the Veet-and Reconciliation

If the year-end CPL result corresponds to Column 8, then the Employee shall be eighble for an additional override from any prior months the Employee was paid Column A rates. The additional override will be equal to the funded volume in that month multiplied by the difference in the Column A and B rates in the unit tier achieved that month. Now there is no year-end reconciliation of the unit tier.

If the year-and CPL result corresponds to Column A, then the Employee shall accrue as everride deficit from any prior months the Employee was paid Column 8 raises. The defict will be equal to the funded volume in that month multiplied by the difference in the Column A and B raises in the unit lier achieved that month. Note there is no yearand reconciliation of the unit for. The override deficit will be an unearmed advance that will be subtracted from any remeining quarterly VFM Bonus for which Employee is eligible, and any remeining deficit shall be carried flowerd and subtracted from any quarterly VFM Bonuses in the following plan year. The override deficit shall not be subtracted from Employee's base salary, monthly override or commission payments.

Example: Branch achieves year-end CPL of <u>73 bos</u> and is eligible for Column B rates for all months.

		Morning Opportung				
72.285.28	0.05.023	THE RESERVE TO SERVER	HERE ER HE	1972 1972	THE PROPERTY OF	Der Butt Terrie
Qd	1	Jan 1 - Oct 31	78 bps	0(A)	3 (8)	3
Nov	2	Jan 1 - Nov 30	76 bps	2 (A)	4 (B)	2
Dec	3	Jan 1 - Dec 31	73 bps	G (B)	3 (B)	D

In the example, the manager is eighte for an additional override for the months of October and November. The additional would be 3 bps on October funded volume and 2 bps on November funded volume. While the example is limited to the shall three months, an actual reconciliation would apply to each month of the plan year (commencing April 1) the manager was paid Column A rabs.

H. <u>Monthly Volume Override Start-Up Option</u>. If Employee is a new employee of Employer, the Regional Sales Manager may approve a guaranteed volume override. Guaranteed volume override shell typically be limited to ninety days, at which time standard volume override provisions apply per Plan terms.

A guaranteed override shall be authorized for a limbed amount of time for a new Branch Sales Manager as follows: A guaranteed override shall be defined as a non-recoverable monthly volume override whereby Employee receives that amount which is the greater of the two, standard volume override as set forth above, or the guaranteed monthly override, the second pay period of each month. If the standard volume override is less than the guaranteed override, the difference is not carried over into the following month.

Note that the first payment of the quarentzed volume override shall be made on the second pay period of the month following the Employee's start date as a Bosneh Selea Marrager, in accordance with the standard payment schedule

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For Example:
Employee is put on a guaranteed volume override of \$300 per month psychie the last pay period of each month for the first three months of employment commencing February 1 of the Compensation Plan Yeat. If during the month of February, Employee's standard volume override is \$200, Employee will receive the greater guaranteed monthly amount of \$300. If Employee's standard volume override is \$300 for the month of March, Employee shall receive the \$500 standard override psychia the second psy period of April. Starting in May, the override is no longer guaranteed and, therefore, reverts back to the standard volume override and its provisions por Plan terms.

Quarterly Purchase Unit / Purchase Volume Bonua.

Provided eligibility critaria are met. Employee shall be eligible to receive a percentage of the transfers' volume against the performance of the branches as indicated on Employee's Attachment A.

Employee must be employed by V/FHM or an effiliate on March 31st, June 30st, September 30st and December 31st to be eligible to be considered for the Quarterly Purchase Unit / Purchase Volume Bonus ("Purchase Bonus") (initial 50% payout) as described below. Employee must be employed by WFHM or an affiliate on December 31 to be eligible to be considered for the year-end true up (final 50% payout) of the Purchase Bonus. If Employee is employed by WFHM on the respective dates above but not covered by this Plan for the entire calendar quarter, Employee will be considered for the Quarterly Purchase Bonus in accordance with the "Employment Status Changes" Plan provisions as set forth in the Plan.

Provided eligibility critaris are mei as set forth, Employee shall be eligible to receive a percentage of the branch(es) volume as determined by the schedule provided below and the performance of the branch(es) as indicated on Employee's Attachment A. Performance is measured as a roll-up of all the branch(es) against roll-up goals.

If Employee has an Inventive pay crack shortage on the first Purchase Bonus pay period in the need plan year, the shortage shall be an advance payment, and WFHM reserves the right to offset this advance against the total Purchase Bonus amount for the Plan Year.

Purchase unit and purchase volume for purposes of determining Employee's Purchase Bonus shall be defined as total branch volume (including personal production, direct, and indirect report fundings). Purchase unit and purchase volume will be calculated by the Finance Department for the Compensation Plan Year.

The Purchase Bonus is determined by actual purchase unit or purchase volume (better of purchase units or purchase volume) for the branch(es) and the following bonus achedula:

Later Tolling Conference Conference						
30 - 59 units or \$5MM - \$15.89MM	60 - 99 units or \$10MM - \$24,99MM	90 units + or \$25MM +				
2 bps	4 bps	5 pps				

Note: Results are cumulative YTD results. For example top tier of 5 bps is 180 units after 02 results, 270 units after Q3 results, and 360 units after Q4 results.

Employee will be eligible to earn lifty percent (50%) of Employee's potential quarterly Purchase bonus based on yearto-date production results through the end of the last day of the calendar quarters ending on June 30th and Saptember 30th, and wife be slightle to sem one hundred percent (100%) of the Employee's potential quarterly Purchase bonus based on year-to-date production results through the end of the last day of the catendar quarter ending on December 31th.

The purchase bonus shall be trued-up at the end of each calendar quarter based on the year-to-date purchase results. If the Purchase Bonus due based on year-to-date results is greater than actual Purchase Bo rus paid through the end of the celendar quarter, then the additional Purchase Bonus due shall be paid no later than 60 days (allowing the end of the calendar quarter. If the actual Purchase Sonus paid is greater than the Purchase Bonus, for which Employee is aligible, based on the year-to-date results, then any excess shall be an advence that shall be carried forward to the following quarter and subtracted from any future Purchase Bosus until the entire edvance is recovered. Any advance remetring at plan year and will be carried over to the next plan year and aubtracted from future Purchase Bonuses.

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J. Direct & Indirect Report Performance Scorecard Benus.

The Performence Scorecard Bonus will donalat of two objectives; Customer Löyalty Scores and Initial File Cuality (IFO) Rating Scores and direct & Indirect reports. The Performance Scorecard will be peld on quarterly accres on direct and indirect report production volume with no true-up or true-down.

Minimum Requirements.

Employee must be employed by WFHM or an assiste on March 31rd, Juna 30rd, September 30rd, and December 31rd to be considered for Performence Scorecard Bonus as described below. If Employee is employed by WFHM on the respective dates above but not covered by this Ptan for the entire performance period, Employee will be considered for the Performance Scorecard Bonus in accordance with the "Employment Status Changes" Plan provisions as set forth in the Plan.

Customer Lovelty Score Bonus

The Customer Loyally Score Borue is based on all of the responses received on questions 4, 6, and 6 of the customer loyally survey during the performance period on the Employee's personal production, direct, and indirect report responses receive 5s on all three questions, then the Employee will be edible for a Customer Loyally Score Borus for the performance period. The Employee can siso quelify for the borus if their score on personal production, direct, and indirect reports is outperforming the company average during the performance period.

The bonus is one (1) by on the Employee's direct and indirect reports' funded volume during the performance period. Monthly funded volume shall include purchase and refi funded volume, Corporate Connection funded volume, and Home Equity loans funded volume and lines of credit utilized balance volume (as described herein). Brokered out loans and Employee's personal transactions are excluded, and loans referred to employees outside the Employee's territory are excluded.

IFO Score Bonus

The IFQ Score Sonus is based on all of the IFQ tool scores (includes canceled and denied loans) during the performance period on the Employee's personal production, direct, and indirect reports. If 80% or more of the files of the Employee's personal production, direct, and indirect reports are scored in a "green" status, then the Employee will be eigible for an IFQ Score Bonus for the performance period. Green status shall be communicated in writing by WFHM and maybe modified from time to time.

The bonus is one (1) by on the Employee's direct and indirect reports' funded volume during the performance period. Monthly funded volume shall include purchase and reli funded volume, Corporate Connection funded volume, and Home Equity loans sunded volume and lines of credit utilized between obtaine (as described herein). Brokered out loans and Employee's personal transactions are excluded, and loans referred to employees outside the Employee's territory are excluded.

Section V. PAYMENT SCHEDULE

A. General, Commissions shall be paid on the lest pey period of each month based on the actual funding of mortgage loans by Employee during the pravious month. The Semi-Annual Performance Scorecard Bonus on personal production shall be paid no tater than 60 days following the end of the performance period. Monthly volume override shall be paid the lest pay period of each month based on the actual kinding of mortgage loans by sligible sales employees reporting directly to Employee during the pravious month. The Year-end Override Reconciliation is payable one later than 90 days from the end of the plan year. Quarterly Purchase Bonus due, if any, less amounts paid in draw per Plan terms, shall be paid no tater than 60 days following the end of the performance period. The Quarterly Performance Scorecard Bonus on direct and indirect reports production shall be paid no later than 60 days following the end of the performance period.

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B. When Incentive Payments are Earned. To earn commissions, bonuses, or other incentives under this Plan, the Employee must be actively employed by Wells Fargo through the data commission credit is granted and through the end of the applicable performance period, unless otherwise expressly provided in this Plan or required by applicable law. This is an express condition of saming incentives under this Plan, it being one purpose of this Plan to provide an incentive to the Employee condition also recognizes the Employee's ongoing job seeponsibilities with respect to the closing of loans on which the Employee may be slights to receive commissions/incentives. As provided in the Plan, some commissions and other incentives are estimates when paid, or are subject to adjustments after they are paid. When paid, home commissions, bonuses, or other incentives are advances of articipated wages and are act wages that the Employee has seried. Those advances are not earned until after all adjustments provided for in this Plan have been calculated and implemented, and the other terms and conditions of the Plan have been estateled.

Section VI. ADMINISTRATION

- A. <u>Withholding Taxes</u>, Enployer shall deduct from all payments under this Plan an amount necessary to satisfy federal, state or local tex withholding requirements. These obligations will be withhold from the Employee's compensation prior to payment.
- B. No Guarantee of Employment. Participation in this Plan does not constitute a guarantee or contract of employment with WFHM, or participating employer. Such participation shall in no way interface with any rights of WFHM, or participating employer, to determine the duration of a participant's employment or the terms and conditions of such employment. Therefore, each Employee shall remain an employee-at-will at all times during the duration of employment with Employer.
- C. Plan Administration. The Plan Administrator is the EVP, Human Resources for WPHM. The Plan Administrator has the full discretionary authority to administrat, interpret and construe the terms of the Plan. The Plan Administrator may, at any time, delegate to other personnel such responsibilities as it considers to be appropriate to facilitate the day-to-day administration of the Plan.
- D. Amendment and Termination of the Plan. The Plan Administrator, with approval of the Head of WFHM, may aniend, suspend or terminate the Plan at any time for any reason, with or without notice. No emendment, suspension or termination of the Plan shall adversely affect Employee's commission/incentive pay semed under the Plan prior to the effective date of the amendment, suspension or termination of the Plan.
- E. <u>Dispute Resolution Process</u>. The Plan Administrator has the authority to resolve all issues and disputes related to the Plan. If Employee believes that his/her commissiou/bonus or other incentive pay is incorrect, either by being purposed or underpaid, Employee must give written notice of the amor to the Plan Administrator (or its relagate) within 90 days after Employee receives the incentive pay Employee believes to be incorrect. The notice should include calculations or other relevent facts supporting the request for review. Within 90 days, the Plan Administrator (or its delegate) will review the request to determine if there is an error and whether an adjustment is appropriate to offset the error. To the extent an adjustment of appropriate, the adjustment will generately be made within 30 days following the determination. All decisions by the Plan Administrator will be finel, conclusive and binding.
- F. Attachment A. All Attachment As one on-line for electronic usage and sign off. Follow instructions on the Attachment A website for instructions and frequently asked questions (FAQ). The link to the Attachment A's list

hito://bonuscommission.wimn.homestead.wellsfamp.com/

The Bonus Commission Accounting customer service number is; 515-213-2458.

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New Hire,	Effetble for monthly commission credit for	Credit lowers the Performance Scorecard Bonus
Transfer in, OR	funded loans for the position he'd for the	will be awarded for actual eligible funded town volume and access received constraining
Promotion in	partial month, subject to Plan forms.	immediately upon the affective date of him, transfe
	<u> </u>	or promotion into an aligible position, subject to
(Cimployee becomes a padicipant autoscovers to this day of the		Plan leaves.
anuscopera la la si ley el elle Plan Yeari		
Transfer or Promotion Out	Eligible for monthly commission credit for	Credit toward (he Performance Scorecard Bonus
	eligible leans which find within thirty (30)	will be awarded for <u>artial</u> eligible funded inen- volume and scores received through the effective
(Employee discontinues Plan	days after transfer or promotion out of a position currend by the Flee, or in	date of transfer or prometion aut of a position
participation due to transfer or promotion into a non-eliciale	accordance with sinte law, provided	covered by the Plan, subject to Plan lerms.
promison yet a nixr-eigen position within Wells Fargol	Employee remains amployed with Wells	Employee remains employed with Wells Farge for
position is a series of the gray	Farge for the thirty (30) day period following	the sent-amuel performence period following the
	the transfer or promotion.	transfer or promotion.
		Subject to transfers, credit lowerd the Performance
		Scorperd Sonus will be awarded for <u>actual</u> eligible
•	Į	funded from volume and accres received
		commencing immediately upon the effective date of transfer or promotion into the man eligible position.
	}	subject to Plant terms.
Valuatory Terminetion	Eligible for monthly commission credit for	Not alighis for Performance Scorecard Borket If
	aligible leans which fund within thiny (30)	Employee is not employed on June 30° or
(Employee disponûnues Plee	days after to makedion of employment, or in accordance with siste law. No commission	December 31" in accordance with the Plast terms, unless Employee retires. (See "Retirement"
participation due to voluntary	gradit shall be swarded for loans which fund	helow.)
termination of employment. If all the time of voluntary termination.	more than thirty (30) days after the date of	[
team member is elicible for	lettrination of peopleyment.	<u>,</u>
Rathement, see "Authornent"	1	
below, J		Not simble for Partornance Sciencerd Sonus Fith
Involuntary Termination for	Fallus to meet minimum standards and requirements disquelifies Employee from	Not signify for Performance Scenicists Bonne if the Employee is not employed on June 20 th St
Miseonduct**	saming compensation under the Plan. No	December 31° in accordance with the Plans terms.
•	instribly commission credit shall be swarded	
•	for loans which fund in the month of	
	tomhetton.	·
Qualifying Event Under	Eligible for manifely corrected on credit for	A pro-rate share of the Performance Soorecard
Salary Continuation Pay	eligible loons which fund within thirty (30)	Benue will be exercised. If any, bessed on <u>actual</u>
Plan	days after the end of the Employee's nelico	sceres and fundings through the catendar month
	period.	that includes the end of Employee's notice period,
(Employee disconlinues Plan	l	
participation due to a qualifying event under the VVP Seleny		į
Continueton Pay Plan in affect	1	
of the time of the event)	<u> </u>	
Death or Retirement	Eligible for monthly commission credit for allothin teams which fived within thirty (30)	Employee, or Employee's estate, will be paid a pro- rate share of the Performence Scorecard Bonus
	days after Employee dies or retres." No	based on the actual accress and fundings through
	commission profit shall be assessed for leans	the end of the outendar month in which Employee
	which fund more than thirty (30) days after	dies of retires."
•	The date of geath or peterment. Payment will	1
Approved Leave	he made to Employee, or Employee's entitle. Normal commission credit, if any, per Plan	Eligibility for the Parformance Scorecard Bonus wi
Whitesan resea	large will continue doding the leave.	be awarded, if any, based on actual scores and
		fundings during the parformence poded,
Pald Time Off	Pay acaived for PTO is require pay for the	No Impect to the Performance Scenecard Borrus.
	standard hours Employee would have a worked if Employee were not using the PTO.	
•	This amount is advanced applied the	}
	commission credit. Normal commission	
	credit, if any, per Plan terms will centifice	1
	during approved paid time off	l

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"For perposes of this Flori, Retirement is defined as the termination of employment after reaching the earlier of (I) ago 65 with the point credited for each completed age year and one point credited for each completed age year and one point credited for each completed year of service.

***For purposes of this Plan, Misconduct means (i) Employee's receipt of notice of termination by Employer arising from 1)
Employee's continued feithre to substandistly perform Employee's join duties, after receipt of written notice from
Employer of the performance issues; 2) Employee's conviction of a crime that Employer determines requires
termination or en ext or ordiscing, but not limited to, Whits Fargo's Code of Ethics and Business Conduct, Information
Security Policy or Compliance and Plate Management Accountability Policy; 4) violation of statutory, regulatory or any
other compliance requirements applicable to Employer's business softvilles; 5) a breach of Employee's Employment
Agreement or Trade Search Agreement with Employer and all authors and electments thereto; and/or 0) brokering
toens outside of Employer or one of its efficience without Employer's knowledge and approval.

my man lande jehom p	DEPOTE SAFERING TO THE PARTY OF THE	THE PROPERTY OF THE PARTY OF TH	
New Mire, Transfer In, OR Promotion in (Employee becomes a participant achievquent to first day of the Play Year)	A pre-rain stare of the monthly reterms override will be awarded for the position held for the pertal month and author(to Pine to me.	A pro-state share of the Caustary Purchase Bonts will be swarful for the position held starting for the Seat full month in the colendar quarter sizer early charge and in a scordance with Plan terms.	The Performance Souwcard Sonys will be awarded for actual eligible funded beautided for actual eligible funded beautides and actual eligible funded beautides and actual eligible funded beautides and actual funded beautides and actual funded beautides and actual funded by the funded
Transfer or Promotion Out (Employee deconfinue Plan part-bellen due te barseler or parendon hio a ron-algibie position within Welfa Perga)	A pre-rist where of the monthly softene or supprise and to exercise for the position held for the position held for the position and subject to Plan terms.	A pro-rate share of the Quartarly Purchase Bonus will be an-aded for the position hald for the partial quartar at the end of the month of the state charge and in accordance with Plan terms. Employee remains employed with Weite Fargo for the quarterly performance period belowing the transfer or promotion.	Credit toward the Parliamance Scorecard Benus will be awarded for gribust eight handed bean volume and soones received through the affective date of transfer or promotion out of a position covered by the Plan, subject to Plan terms. Employee remains ampleyed with Walts Farge for the quarterly performance period following the transfer or promotion. Subject to immediate, credit toward the Performance Scorecard Bonus will be awarded for gitting eligible funded lean volume and acones results of coverementing transdictedly upon the effective date of transfer or promotion into the gray eligible provider.
Voluntary Termination (Employee discontinues Plan participation due to soluntary termination of employment, it at the time of voluntary termination, team reproduct is eligible for fluid report.	Monthly volume override to armed at the and of each control menth. Should Employee's lest day of amployment to herors the and at the calendor most to the Plan Yoer, a pro-rate shann of the monthly volume override will be away field for the position held for the partial months and in secondary.	Clustrally Purchase Bonus is earned as the end of each colored rounter of the Plan Year. Should Employee's fast day of employment be before the end of the obtandar quarter of the Plan Year, no quarterly bonus will be paid.	Performance Scorecard Bonus will not be asserted if the Employou in not actively amployed on June 30°, September 30°, or December 31° in accordance with the Plant learns, unless Employee retiee. [See "Retirement" below.]
Involuntary Termination for Misconduct or Cause**	Monthly usfuence override is enanced at the and of each calendar menh. Should Employee's less day of employment be before the employment be before the entire of the catendar month of the Plan Your, no override yell be speld.	Queriorly Purchase Bonus is seamed on the end of each calender querior of the Plan Year. Should Employed's lead day of employment be before the end of the calender querier of the Plan Year, no bonus et 8 be paid.	Performance Scorecard Borsos will not be searched if the Employee is not actively employed on June 20°, September 20°, or December 31° in accordance with the Plane learns.
Qualifying Event Under Salary Continuation Pay Pian (Employee disconlinua; Pian participation due to a qualifying event ander the MF Salary Custinuation Pay Files in after at the first of the threat file threat.	A pro-case where of the mentity volume override will be awarded, based an <u>polical</u> production through the calendar mentil that includes the and of Employee's notice period.	A pro-rate chare of the isonus will be awarded, if any, besed on actual scotocion through the catendar racrets that includes the end of Employee's solice period.	A pro-raise share of the Performance Sovecered Bonuse will be swerted, Farry, beeted on getting source and furnishing through the calendar month that incides the end of Employee's notice period.

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Death or Retirement	Employee, or Employee's estate, will be paid the monthly volume overfice due, if any, bead on the actual performance through the end of the calendar month in which Employee does or mitter."	Employee, or Employee's estate, will be paid a pro-rate share of the Cuestarly Purchase Bonus based on the actual performance brough the end of the calendar month is which Employee dics or rotices.	Emoloyos, or Employee's salate, will be paid a pro-rate share of the Performance Scorecard Borus based on the actual scores and funding through the and of the calendar month in which Employee dies or ratires."
Approved Leave	Monthly voterns override due, if any, will be paid based on performance brough the end of the calendar month that Employee gose on an approved leave. Employee vill not be eligible for the enoughly votures on a full month to eve after the leave commenced. Employee will be eligible for a promise after the leave commenced. Employee will be eligible for a promise share of the monthly votures override for the month in which the Employee roturns from an approved leave.	Quarterly Purchase Bonus due, I' any, will be paid based on performance through the end of the calendar menth that Employee goes on an approved leave. Employee will not be aligible for the Quarterly Purchase Bonus starting on the Employee's first full month on a losse period after the leave commenced. Employee will be slightle for a pro-rate share of the Quarterly Purchase Bonus for the month in which the Employee returns from an approved leave.	Quarterly Scorecard Bowus due, if any, will be paid based on actual scores and headings through like and of the call ander receiving the following street and act act and approved leave. Employee will gol be sligible for the Quarterly Scorecard Bowus starting on the Employee's first first month on a leave period after the leave commenced. Employee will be adjubite for a pro-rate share of the Quarterly Scorecard Bores for the nooth is wifeth the Employee returns from an approved leave.
Paid Time Off	At pro-ration will be applied to the monthly volume overtide. Full overtide due, if any, per Plan teams will be paid for approved paid time off.	No Impact to the Quarterly Purchase Bonus.	No impact to the Parlormance Scorecard Bonus.

*For purposes of this Plan, Refirement is defined as the termination of employment effer reaching the earlier of (i) age 65 with 10 years of service. (i) 80 points (with one point credited for each completed age year and one point credited for each completed year of service), or (iii) age 65 with one completed year of service.

""For purposes of this Plan, Misconduct or Cause means (i) Employee's raceipt of notice of termination by Employer arising from 1) Employee's continued follow to substantially perform Employee's job duties, after receipt of written notice from Employer of the performance issues; 2) Employee's conviction of a crime of any act that makes Employee ineligible for employment with Welts Fergo; 3) Employee's violation of Employer's policies including, but not finited to, Welts Fargo's Code of Effices and Business Conduct. Information Security Policy or Compliance and Risk Menagement Accountability Policy; 4) violation of statutory, regulatory or any other compliance requirements applicable to Employer's business activities; 5) a breach of Employeo's Employment Agrooment or Trade Secrets Agreement with Employer and all exhibits and attachments theretic and/or 6) brokering loans outside of Employer or one of its affiliates without Employer's knowledge and approval.

Commissions and salaries during Short Term Disability (STD). Employees are eligible to participate in the Wells Fargo & Company Short Term Disability Plan (the "STD Plan"). Detailed STD Plan information is available in the Banesits Book for Wells Fargo Team Members or by calling Leave Management at the HR Service Center, 877–HRWELLS (1-877-470-3657). Employee must use PTO to cover the STD Plan's seven-day waiting period.

For the period in which Exployee receives benefits under the STD Plan, monthly commission credit will continue. Then separately a STD benefit payment.

The excess (if any) not commission credit is paid to the Employee. In no case shall the employee be paid less than the calculated STD benefit level each month while on Approved Leave.

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