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

Section I. PURPOSE

The Wells Fargo Home Mortgage Incentive 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 Wells 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 Mortgage Consultant shall be referred to as "HMC" or "Employee". Wells Fargo & Company shall be referred to as "Wells Fargo."

Section II. EFFECTIVE DATE OF THE PLAN

The Plan 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[1], classified as Employees 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 policies, laws, 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 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 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 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 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 Ethics and Business Conduct;
2. Information Security Policy, and/or
3. 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 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. General. Employee's total 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 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 at the hourly rate of pay established by WFHM from time to time. For purposes of this Plan, all hourly pay and other paid time (e.g. Paid Time Off, Paid Holidays) is an advance against monthly commissions and Performance Scorecard Bonuses, 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 and other paid time 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 treated as an advance under the Plan, and "incentives" as used in the Plan 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 "$" 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, 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.

Monthly Units Funded and Referred by Employee	Monthly Dollar Volume ($) Funded and Referred by Employee	Monthly Commission Rate (bps)	Semi-Annual Personal Production Scorecard Bonus Rate (bps)	Total Opportunity (bps)
1 – 6	$0 - $899,999	43	6	49
7 – 9	$900,000 - $1,399,999	48	6	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 lieu of this Standard Commission Schedule.

For purposes of determining the purchase and refinance commission rate:

- WFHM to WFHM refinanced loan commission rates are a flat 43 bps.
- Portfolio Loans (funded and referred) shall be included in monthly funded dollar ($) volume or units.
- Brokered out loans (funded and referred), and construction loans shall be excluded from monthly funded dollar ($) volume or units.
- Referrals to program specialists (including Corporate Connection) shall be included in the monthly funded dollar ($) volume or units. Referrals to program specialists count for commission credit tiering on personal transactions. Referral dollar ($) volume and units count in the month that the referral funds with the program specialist.
- Wells Fargo Home Equity loans and lines 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 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 Fargo Bank referral 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 flat 43 bps.
- Minimum commission credit per loan of $700. Excluding certain refinances within six (6) months as described below.
- Maximum commission credit per loan of $10,000.

Commission Examples:

Month	Purchase Loan Fundings		External Refi Loan Fundings		Wells to Wells Refi Loan Fundings		Commission Rate on Purchase Loans	Commission Rate on External Refi Loans	Commission Rate on Wells to Wells Refi Loans	Total Commission Credit
	Units	Volume $	Units	Volume $	Units	Volume $				
April	4	$500,000	2	$250,000	2	$250,000	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	$300,000	63 bps	63 bps	43 bps	$15,150

2. Refinances within six (6) months.
Employee will not be eligible for commission credit 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 credit per loan is not applicable to refinances within six (6) months.

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 schedule
- 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 loan commission credit rates are a flat 43 bps. (WFHM to WFHM refinance)
- Traditional Three (3) Step Cash Out Refi refinanced loan commission credit rates are a flat 43 bps. (WFHM to WFHM refinance)
- WFHM loan of a Fannie Mae to Fannie 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 Refi Plus refinanced loan commission credit rates are per the standard commission schedule

5. Government Loans (FHA/VA).
Commission credit rate on Government Loans funded by Employee shall follow the standard commission schedule.

6. Non-Conforming Product Set
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 on the second mortgage of a DAP portion of a Bond Loan under $25,000 in loan size.

8. Wells Fargo Home Equity Loans and Lines of Credit.

8.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 Home Equity loan 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/term refinances, and cash out refinances 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-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 lines 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 balance 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 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:

Event	Commitment	Balance	Commission
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

Example of Decrease:

Event	Commitment	Balance	Commission
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

9. Wells Fargo Employee Loans
Commission rate for loans originated by Employee for employees of Wells Fargo entities, including WFHM, shall be a flat 35 basis points of the funded loan volume. 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 800 phone number. No further commission rate adjustment for WFHM to WFHM refinance loans. No further commission rate adjustment for Wells Fargo Bank loan referrals.

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

10. 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.

11. 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 loan closing.

12. 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 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 informal 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 arrangements shall be set forth in the applicable Program Guidelines.

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

15. 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.

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.

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 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 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 referred by Employee to another HMC or a program specialist, or on any loan funded by Employee and derived from a referral from another HMC or 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.

18. 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 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 Rep: $3M 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 loan, 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. <u>Personal Production Performance Scorecard Bonus</u>

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 through June 30th 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" Plan provisions.

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.

<u>Customer Loyalty Score Bonus</u>

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 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 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 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 bonus credit = $10,350 in total
Total max commission + bonus credit payout will equal $10,000

IFQ 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 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 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 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. 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 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 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 overtime
$12.00 x 40 hours = $480 per week of "regular pay"
$12.00 x 8 = $96 per week of "straight time OT pay"
$480 + $96 = $576 advance on commissions, bonuses, and other incentives

4. 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 straight time OT pay for month ($96 x 4 weeks)
$5,000 - $1,920 - $384 = $2,696 commission payable

5. Commission Overtime Pay
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 paid 0.5x that rate for each overtime hour worked.

Example: $2,696 commissions payable
192 total hrs worked (4 weeks @ 48 hrs 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
$5,416.67 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 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 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 prospective basis at the sole discretion 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 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 hourly pay. Guaranteed advances shall typically be limited to thirteen pay periods, at which time standard incentive pay advance provisions apply per Plan terms.

Example:
- Employee is put on a guaranteed advance of $24 per hour commencing at hire on March 1 through April of the same year.
- 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 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
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 credit 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 tiering 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 credit shall be given per standard Plan terms:

- Wells Fargo to Wells Fargo Refinance Loans
- Relationship Product Loans
- Wells Fargo Employee Loans
- Referrals 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.

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 reconcillation 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 the semi-annual performance period.

B. Hourly Pay is Fully Earned. The fact 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 earned and is not subject to recapture by Employer under any circumstances.

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 end 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 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 incentives 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.

Section VI. ADMINISTRATION

A. Withholding Taxes. Employer shall deduct from all payments 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 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 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 WFHM. The Plan Administrator has the full discretionary authority to administer, 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 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/incentive pay earned under the Plan prior to the effective date of the amendment, suspension or termination of the Plan.

E. Dispute Resolution Process. The Plan Administrator has the authority to resolve all issues and disputes related to the Plan. If Employee believes 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 60 days after Employee receives the incentive pay Employee believes to be incorrect. The notice should include calculations or other relevant 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, 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. Attachment A. 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.wfhm.homestead.wellsfargo.com/

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

ELIGIBILITY/ EMPLOYMENT STATUS CHANGE	IMPACT ON:	
	Monthly Commission Credit	Semi-Annual Performance Scorecard Bonus
New Hire, Transfer In, OR Promotion In *(Employee becomes a participant subsequent to first day of the Plan Year)*	Eligible for monthly commission credit for funded loans for the position held for the partial month, subject to Plan terms.	Credit toward the Performance Scorecard Bonus will be awarded for actual eligible funded loan volume and scores received commencing immediately upon the effective date of hire, transfer or promotion into an eligible position, subject to Plan terms.
Transfer or Promotion Out *(Employee discontinues Plan participation due to transfer or promotion into a non-eligible position within Wells Fargo)*	Eligible for monthly commission credit for eligible loans which fund within thirty (30) days after transfer or promotion out of a position covered by the Plan, or in accordance with state law, provided Employee remains employed with Wells Fargo for the thirty (30) day period following the transfer or promotion.	Credit toward the Performance Scorecard Bonus will be awarded for actual eligible funded loan volume and scores received through the effective date of transfer or promotion out of a position covered by the Plan, subject to Plan terms. Employee remains employed with Wells Fargo for the semi-annual performance period following the transfer or promotion. Subject to transfers, credit toward the Performance Scorecard Bonus will be awarded for actual eligible funded loan volume and scores received commencing immediately upon the effective date of transfer or promotion into the new eligible position, subject to Plan terms.
Voluntary Termination *(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.)*	Eligible for monthly commission credit for eligible loans which fund within thirty (30) 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.	Not eligible for Performance Scorecard Bonus if Employee is not employed on June 30th or December 31st in accordance with the Plan terms, unless Employee retires. (See "Retirement" below.)
Involuntary Termination for Misconduct**	Failure to meet minimum standards and requirements disqualifies Employee from earning compensation under the Plan. No monthly commission credit shall be awarded for loans which fund in the month of termination.	Not eligible for Performance Scorecard Bonus if the Employee is not employed on June 30th or December 31st in accordance with the Plans terms.
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 at the time of the event)*	Eligible for monthly commission credit for eligible loans which fund within thirty (30) days after the end of the Employee's notice period.	A pro-rata share of the Performance Scorecard Bonus will be awarded, if any, based on actual scores 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 loans which fund within thirty (30) days after Employee dies or retires.* No commission credit shall be awarded 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 paid a pro-rata share of the Performance Scorecard Bonus based on the actual scores and fundings through the end of the calendar month in which Employee dies or retires.*
Approved Leave	Normal commission credit, if any, per Plan terms will continue during the leave.	Eligibility 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 commission credit, if any, per Plan terms will continue during approved paid time off.	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.*

***"For purposes of this Plan, Misconduct means (i) Employee's receipt of notice of termination by Employer arising from 1) Employee's continued failure 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 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, 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 affiliates without Employer's knowledge and approval.*

Commissions and advances 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 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 calculated STD benefit level each month while on Approved Leave.

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

Total Gross Commissions =	$5,000
Total hourly pay advance =	$960 (partial month)
Total monthly advance deficit =	$0
Total commissions payable =	$4,040 (commissions less advance)
Total monthly STD benefit =	$1,923* (partial STD benefit for the month)
Total monthly compensation =	$5,963 (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 =	$0
Total commissions payable=	$2,000 (commissions less advance)
Total monthly STD benefit =	$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 $50,000 benefits base for STD benefit

WELLS FARGO | HOME MORTGAGE

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

Section I. PURPOSE

Tha Wells Fargo Home Mortgaga Incentive Compensation Plan for Branch Sales Managers (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 a Branch Sales Manager and participant in the Plan, you are expected to counsel borrowers and HMCs you manage on product options, educate borrowers on the loan 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 Home Mortgage shall be referred to as "WFHM" or "Employer". Branch Sales Manager shall be referred to as "Employee". Wells Fargo & Company shall be referred to as "Wells Fargo."

Section II. EFFECTIVE DATE OF THE PLAN

The Plan 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[1], classified as Employees 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 policies, laws, 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 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 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 Fargo's Board of Directors (the "HRC")) has the full discretionary authority to adjust or amend e 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 Ethics and Business Conduct;
2. Information Security Policy, and/or
3. Compliance and Risk Management Accountability Policy.

[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.

Clarification of Intent and Impact

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

- Significant 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 fraud within the manager's span of control.
- Failure of the manager to comply with WFHM policies, laws, rules, and regulations applicable to WFHM business activities, or
- Failure to investigate and resolve known instances of non-compliance within the manager's span 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, Compliance, and other control functions. The final bonus impact would be determined at management's discretion.

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

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 for the month in which the loan actually funds (i.e. disbursement of funds to the closing/settlement agent). Funded loans will be reported in dollars and units on the Actual versus Plan (AVP) branch Profit and Loss (P&L) statement.

As used in this Plan, "incentive" refers to commissions, bonuses, and all 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 "$" 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, 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.

Monthly Units Funded and Referred by Employee	Monthly Dollar Volume ($) Funded and Referred by Employee	Monthly Commission Rate (bps)	Semi-Annual Personal Production Scorecard Bonus Rate (bps)	Total Opportunity (bps)
1 – 6	$0 - $899,999	43	6	49
7 – 9	$900,000 - $1,399,999	48	6	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 lieu of this Standard Commission Schedule.

For purposes of determining the purchase and refinance commission rate:

- WFHM to WFHM refinanced loan commission rates are a flat 43 bps.
- Portfolio Loans (funded and referred) shall be included in monthly funded dollar ($) volume or units.
- Brokered out loans (funded and referred), and construction loans shall be excluded from monthly funded dollar ($) volume or units.
- Referrals to program specialists (including Corporate Connection) shall be included in the monthly funded dollar ($) volume or units. Referrals to program specialists count for commission credit tiering on personal transactions. Referral dollar ($) volume and units count in the month that the referral funds with the program specialist.
- Wells Fargo Home Equity loans and lines 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 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 Fargo Bank referral loans that fund shall have a commission rate of a flat 43 bps.
- All Program Connection (including Corporate Connection) referral 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 flat 43 bps.
- Minimum commission credit per loan of $700. Excluding certain refinances within six (6) months as described below.
- Maximum commission credit per loan of $10,000.

Commission Examples:

Month	Purchase Loan Fundings		External Refi Loan Fundings		Wells to Wells Refi Loan Fundings		Commission Rate on Purchase Loans	Commission Rate on External Refi Loans	Commission Rate on Wells to Wells Refi Loans	Total Commission Credit
	Units	Volume $	Units	Volume $	Units	Volume $				
April	4	$500,000	2	$250,000	2	$250,000	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	$300,000	63 bps	63 bps	43 bps	$15,150

2. Refinances within six (6) months.
Employee will not be eligible for commission credit 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 credit per loan is not applicable to refinances within six (6) months.

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 schedule
- 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 loan commission credit rates are a flat 43 bps. (WFHM to WFHM refinance)
- Traditional Three (3) Step Cash Out Refi refinanced loan commission credit rates are a flat 43 bps. (WFHM to WFHM refinance)
- WFHM loan of a Fannie Mae to Fannie 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 Refi Plus refinanced loan commission credit rates are per the standard commission schedule

5. Government Loans (FHA/VA).
Commission credit rate on Government Loans funded by Employee shall follow the standard commission schedule.

6. Non-Conforming Product Set
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 Loan under $25,000 in loan size.

8. Wells Fargo Home Equity Loans and Lines of Credit.

8.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 Home Equity loan 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/term refinances, and cash out refinances on Home Equity lines of credit, including Home Asset Management Accounts.

<u>Commission credit availability and rates</u>
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 lines 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 balance 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 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:

Event	Commitment	Balance	Commission
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

Example of Decrease:

Event	Commitment	Balance	Commission
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

9. Wells Fargo Employee Loans

Commission rate for loans originated by Employee for employees of Wells Fargo entities, including WFHM, shall be a flat 35 basis points of the funded loan volume. 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 800 phone number. No further commission rate adjustment for WFHM to WFHM refinance loans. No further commission rate adjustment for Wells Fargo Bank loan referrals.

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.

10. 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.

11. 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 loan closing.

12. 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 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 informal 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 arrangements shall be set forth in the applicable Program Guidelines.

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

15. 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.

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.

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 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 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 referred by Employee to another HMC or a program specialist, or on any loan funded by Employee and derived from a referral from another HMC or 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.

18. 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 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 Rep: $3M 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 loan, 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. <u>Personal Production Performance Scorecard Bonus</u>

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 through June 30th 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" Plan provisions.

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.

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

Customer Loyalty 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 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 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 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 bonus credit = $10,350 in total
Total max commission + bonus credit payout will equal $10,000

IFQ 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 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 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 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.

Employee will be eligible to receive a monthly commission credit on personal production. With the Employee already receiving a bi-weekly salary, 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 2nd 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 termination of this option are subject to the standard commission schedule set forth above.

Commission Split 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 credit 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 tiering 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 credit shall be given per standard Plan terms:

- Wells Fargo to Wells Fargo Refinance Loans (including refinance within six (6) months)
- Relationship Product Loans
- Wells Fargo Employee Loans
- Referrals 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.

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.

G. Monthly Volume Override. Employee is eligible to earn a monthly override bonus on the funded volume of eligible sales of employees reporting directly to Employee. Override rate shall be determined each month by the total branch monthly funded units and the year-to-date branch Cost Per Loan (CPL) and according to the following schedule;

Tier	Total Unit Credits	Column A Rates: CPL >=75 bps & >=$1,800 per loan	Column B Rates: CPL <75 bps or <$1,800 per loan
1	< 30	0	3
2	30 - 42	2	4
3	43 +	3	5

Total Unit Credits
Unit credit(s) include funded units originated by eligible 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 refi unit count as one (1).
- Each prefer to refer referrals to employees who are not in the Employee's territory shall be credited as one (1) unit.
- 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 loans.
- 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 split.

CPL
Cost Per Loan includes direct and fulfillment expense. Direct and fulfillment expense is defined as:

- Salaries & Overtime (not including HMCs or SMs) + Benefits & Taxes + Total Non-Comp Expense (includes Occupancy, Equipment, Advertising, etc.). It does not including bonus or commission expense.
- Fulfillment cost allocations

CPL performance is measured as a roll-up of all the branch(es) as indicated on the Employee's Attachment A.

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 funded volume of the Sales Manager but not on the funded volume of the sales employees reporting to the Sales Manager. Monthly funded volume of Employee's direct reports shall include purchase and refi volume, Corporate Connection volume, and Home Equity loans and lines of credit. Brokered out loans and Employee's personal transactions are excluded, and loans referred to employees outside the Employee's territory are excluded.

Year-end Reconciliation of CPL (Column A & B)
At the end of the plan year, the override will be reconciled based on the final year-to-date CPL level 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-end Reconciliation as described below. If Employee is employed by WFHM on that date but not covered by this Plan 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 Year-end Reconciliation

If the year-end CPL result corresponds to Column B, then the Employee shall be eligible 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. Note there is no year-end reconciliation of the unit tier.

If the year-end CPL result corresponds to Column A, then the Employee shall accrue an override deficit from any prior months the Employee was paid Column B rates. The deficit 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. Note there is no year-end reconciliation of the unit tier. The override deficit will be an unearned advance that will be subtracted from any remaining quarterly VFM Bonus for which Employee is eligible, and any remaining deficit shall be carried forward 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 73 bps and is eligible for Column B rates for all months.

Month	Unit Tier	Monthly Override based on YTD CPL from	YTD CPL bps	Monthly Override Rate Paid	Override Rate per YTD Reconciliation	Additional Override Rate Due
Oct	1	Jan 1 – Oct 31	78 bps	0 (A)	3 (B)	3
Nov	2	Jan 1 – Nov 30	76 bps	2 (A)	4 (B)	2
Dec	3	Jan 1 – Dec 31	73 bps	5 (B)	5 (B)	0

In the example, the manager is eligible 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 final three months, an actual reconciliation would apply to each month of the plan year (commencing April 1) the manager was paid Column A rates.

H. **Monthly Volume Override Start-Up Option**. If Employee is a new employee of Employer, the Regional Sales Manager may approve a guaranteed volume override. Guaranteed volume override shall 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 limited 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 guaranteed volume override shall be made on the second pay period of the month following the Employee's start date as a Branch Sales Manager, in accordance with the standard payment schedule for volume override.

For Example:
Employee is put on a guaranteed volume override of $300 per month payable the last pay period of each month for the first three months of employment commencing February 1 of the Compensation Plan Year. 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 $500 for the month of March, Employee shall receive the $500 standard override payable the second pay period of April. Starting in May, the override is no longer guaranteed and, therefore, reverts back to the standard volume override and its provisions per Plan terms.

I. Quarterly Purchase Unit / Purchase Volume Bonus.

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

1. Minimum Requirements.

Employee must be employed by WFHM or an affiliate on March 31st, June 30th, September 30th 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 31st 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 criteria are met 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 incentive pay credit shortage on the first Purchase Bonus pay period in the next 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.

2. Definitions.

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.

3. Determining the Purchase Bonus

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 schedule:

Purchase Units or Purchase Volume		
30 - 59 units or $8MM - $15.99MM	60 - 89 units or $16MM - $24.99MM	90 units + or $25MM +
2 bps	4 bps	5 bps

Note: Results are cumulative YTD results. For example top tier of 5 bps is 180 units after Q2 results, 270 units after Q3 results, and 360 units after Q4 results.

Employee will be eligible to earn fifty percent (50%) of Employee's potential quarterly Purchase bonus based on year-to-date production results through the end of the last day of the calendar quarters ending on June 30th and September 30th, and will be eligible to earn 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 calendar quarter ending on December 31st.

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 Bonus paid through the end of the calendar quarter, then the additional Purchase Bonus due shall be paid no later then 60 days following the end of the calendar quarter. If the actual Purchase Bonus paid is greater than the Purchase Bonus, for which Employee is eligible, based on the year-to-date results, then any excess shall be an advance that shall be carried forward to the following quarter and subtracted from any future Purchase Bonus until the entire advance is recovered. Any advance remaining at plan year end will be carried over to the next plan year and subtracted from future Purchase Bonuses.

J. Direct & Indirect Report Performance Scorecard Bonus.

The Performance Scorecard Bonus will consist of two objectives: Customer Loyalty Scores and Initial File Quality (IFQ) Rating Scores on direct & indirect reports. The Performance Scorecard will be paid on quarterly scores on direct and indirect report production volume with no true-up or true-down.

Minimum Requirements.

Employee must be employed by WFHM or an affiliate on March 31st, June 30th, September 30th, and December 31st 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.

Customer Loyalty 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 the Employee's personal production, direct, and indirect reports. If 60% or more of the Employee's personal production, direct, and indirect report responses receive 5s on all three questions, then the Employee will be eligible for a Customer Loyalty Score Bonus for the performance period. The Employee can also qualify for the bonus if their score on personal production, direct, and indirect reports is outperforming the company average during the performance period.

The bonus is one (1) bp 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.

IFQ 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 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 eligible 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) bp 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.

Section V. PAYMENT SCHEDULE

A. General. Commissions shall be paid on the last pay period of each month based on the actual funding of mortgage loans by Employee during the previous month. The Semi-Annual Performance Scorecard Bonus on personal production shall be paid no later than 60 days following the end of the performance period. Monthly volume override shall be paid the last pay period of each month based on the actual funding of mortgage loans by eligible sales employees reporting directly to Employee during the previous month. The Year-end Override Reconciliation is payable no 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 later 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.

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 date 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 earning incentives under this Plan, it being one purpose of this Plan to provide an incentive to the Employee to remain 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 incentives 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.

Section VI. ADMINISTRATION

A. Withholding Taxes. Employer shall deduct from all payments 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 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 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 WFHM. The Plan Administrator has the full discretionary authority to administer, 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 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/incentive pay earned under the Plan prior to the effective date of the amendment, suspension or termination of the Plan.

E. Dispute Resolution Process. The Plan Administrator has the authority to resolve all issues and disputes related to the Plan. If Employee believes 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 60 days after Employee receives the incentive pay Employee believes to be incorrect. The notice should include calculations or other relevant 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, 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. Attachment A. 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.wfhm.homestead.wellsfargo.com/

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

ELIGIBILITY/ EMPLOYMENT STATUS CHANGE	IMPACT ON:	
	Monthly Commission Credit	Semi-Annual Performance Scorecard Bonus
New Hire, Transfer In, OR Promotion In *(Employee becomes a participant subsequent to first day of the Plan Year)*	Eligible for monthly commission credit for funded loans for the position held for the partial month, subject to Plan terms.	Credit toward the Performance Scorecard Bonus will be awarded for actual eligible funded loan volume and scores received commencing immediately upon the effective date of hire, transfer or promotion into an eligible position, subject to Plan terms.
Transfer or Promotion Out *(Employee discontinues Plan participation due to transfer or promotion into a non-eligible position within Wells Fargo)*	Eligible for monthly commission credit for eligible loans which fund within thirty (30) days after transfer or promotion out of a position covered by the Plan, or in accordance with state law, provided Employee remains employed with Wells Fargo for the thirty (30) day period following the transfer or promotion.	Credit toward the Performance Scorecard Bonus will be awarded for actual eligible funded loan volume and scores received through the effective date of transfer or promotion out of a position covered by the Plan, subject to Plan terms. Employee remains employed with Wells Fargo for the semi-annual performance period following the transfer or promotion. Subject to transfers, credit toward the Performance Scorecard Bonus will be awarded for actual eligible funded loan volume and scores received commencing immediately upon the effective date of transfer or promotion into the new eligible position, subject to Plan terms.
Voluntary Termination *(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.)*	Eligible for monthly commission credit for eligible loans which fund within thirty (30) 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.	Not eligible for Performance Scorecard Bonus if Employee is not employed on June 30th or December 31st in accordance with the Plan terms, unless Employee retires. (See "Retirement" below.)
Involuntary Termination for Misconduct**	Failure to meet minimum standards and requirements disqualifies Employee from earning compensation under the Plan. No monthly commission credit shall be awarded for loans which fund in the month of termination.	Not eligible for Performance Scorecard Bonus if the Employee is not employed on June 30th or December 31st in accordance with the Plans terms.
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 at the time of the event)*	Eligible for monthly commission credit for eligible loans which fund within thirty (30) days after the end of the Employee's notice period.	A pro-rata share of the Performance Scorecard Bonus will be awarded, if any, based on actual scores 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 loans which fund within thirty (30) days after Employee dies or retires.* No commission credit shall be awarded 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 paid a pro-rata share of the Performance Scorecard Bonus based on the actual scores and fundings through the end of the calendar month in which Employee dies or retires.*
Approved Leave	Normal commission credit, if any, per Plan terms will continue during the leave.	Eligibility 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 commission credit, if any, per Plan terms will continue during approved paid time off.	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.

**For purposes of this Plan, Misconduct means (i) Employee's receipt of notice of termination by Employer arising from 1) Employee's continued failure 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 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, 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 affiliates without Employer's knowledge and approval.

ELIGIBILITY/ EMPLOYMENT STATUS CHANGE	IMPACT ON:		
	Monthly Volume Override	Quarterly Purchase Bonus	Quarterly Performance Scorecard Bonus
New Hire, Transfer In, OR Promotion In *(Employee becomes a participant subsequent to first day of the Plan Year)*	A pro-rata share of the monthly volume override will be awarded for the position held for the partial month and subject to Plan terms.	A pro-rata share of the Quarterly Purchase Bonus will be awarded for the position held starting for the first full month in the calendar quarter after status change and in accordance with Plan terms.	The Performance Scorecard Bonus will be awarded for actual eligible funded loan volume and scores received immediately upon the effective date of hire, transfer or promotion into an eligible position per Plan terms.
Transfer or Promotion Out *(Employee discontinues Plan participation due to transfer or promotion into a non-eligible position within Wells Fargo)*	A pro-rata share of the monthly volume override will be awarded for the position held for the partial month and subject to Plan terms.	A pro-rata share of the Quarterly Purchase Bonus will be awarded for the position held for the partial quarter at the end of the month of the status change and in accordance with Plan terms. Employee remains employed with Wells Fargo for the quarterly performance period following the transfer or promotion.	Credit toward the Performance Scorecard Bonus will be awarded for actual eligible funded loan volume and scores received through the effective date of transfer or promotion out of a position covered by the Plan, subject to Plan terms. Employee remains employed with Wells Fargo for the quarterly performance period following the transfer or promotion. Subject to transfers, credit toward the Performance Scorecard Bonus will be awarded for actual eligible funded loan volume and scores received commencing immediately upon the effective date of transfer or promotion into the new eligible position, subject to Plan terms.
Voluntary Termination *(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.)*	Monthly volume override is earned at the end of each calendar month. Should Employee's last day of employment be before the end of the calendar month of the Plan Year, a pro-rata share of the monthly volume override will be awarded for the position held for the partial month and in accordance with Plan terms.	Quarterly Purchase Bonus is earned on the end of each calendar quarter of the Plan Year. Should Employee's last day of employment be before the end of the calendar quarter of the Plan Year, no quarterly bonus will be paid.	Performance Scorecard Bonus will not be awarded if the Employee is not actively employed on June 30th, September 30th, or December 31st in accordance with the Plans terms, unless Employee retires. (See "Retirement" below.)
Involuntary Termination for Misconduct or Cause**	Monthly volume override is earned at the end of each calendar month. Should Employee's last day of employment be before the end of the calendar month of the Plan Year, no override will be paid.	Quarterly Purchase Bonus is earned on the end of each calendar quarter of the Plan Year. Should Employee's last day of employment be before the end of the calendar quarter of the Plan Year, no bonus will be paid.	Performance Scorecard Bonus will not be awarded if the Employee is not actively employed on June 30th, September 30th, or December 31st in accordance with the Plans terms.
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 at the time of the event)*	A pro-rata share of the monthly volume override will be awarded, based on actual production through the calendar month that includes the end of Employee's notice period.	A pro-rata share of the bonus will be awarded, if any, based on actual 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 actual scores and fundings through the calendar month that includes the end of Employee's notice period.

Death or Retirement*	Employee, or Employee's estate, will be paid the monthly volume override due, if any, based on the actual performance through the end of the calendar month in which Employee dies or retires.*	Employee, or Employee's estate, will be paid a pro-rata share of the Quarterly Purchase Bonus based on the actual performance through the end of the calendar month in which Employee dies or retires.*	Employee, or Employee's estate, will be paid a pro-rata share of the Performance Scorecard Bonus based on the actual scores and fundings through the end of the calendar month in which Employee dies or retires.*
Approved Leave	Monthly volume override due, if any, will be paid based on performance through the end of the calendar month that Employee goes on an approved leave. Employee will not be eligible for the monthly volume override if Employee is on a full month leave after the leave commenced. Employee will be eligible for a pro-rata share of the monthly volume override for the month in which the Employee returns from an approved leave	Quarterly Purchase Bonus due, if any, will be paid based on performance through the end of the calendar month that Employee goes on an approved leave. Employee will not be eligible for the Quarterly Purchase Bonus starting on the Employee's first full month on a leave period after the leave commenced. Employee will be eligible for a pro-rata share of the Quarterly Purchase Bonus for the month in which the Employee returns from an approved leave.	Quarterly Scorecard Bonus due, if any, will be paid based on actual scores and fundings through the end of the calendar month that Employee goes on an approved leave. Employee will not be eligible for the Quarterly Scorecard Bonus starting on the Employee's first full month on a leave period after the leave commenced. Employee will be eligible for a pro-rata share of the Quarterly Scorecard Bonus for the month in which the Employee returns from an approved leave.
Paid Time Off	No pro-ration will be applied to the monthly volume override. Full override due, if any, per Plan terms will be paid for approved paid time off.	No impact to the Quarterly Purchase Bonus.	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.*

***"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 failure 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 involving dishonesty or breach of trust or money laundering, conviction of a felony, or commission of a crime of any act that makes Employee ineligible for employment 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 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 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.

For the period in which Employee receives benefits under the STD Plan, monthly commission credit will continue. Then separately a 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 calculated STD benefit level each month while on Approved Leave.