



## AMENDMENT TO WHOLESALE MORTGAGE BROKER AGREEMENT

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IT IS HEREBY AGREED by and between \_\_\_\_\_ (“Broker”) and Wintrust Mortgage Corporation (“WMC”) that the certain Wholesale Mortgage Broker Agreement previously executed (the “Agreement”) is amended, effective January 1, 2010, by adding a new Paragraph to read as follows:

### GOOD FAITH ESTIMATE DISCLOSURE PROCEDURES

- a. Broker and WMC hereby acknowledge that:
  - i. The Real Estate Settlement Procedures Act of 1974, as amended (“RESPA”) and regulations promulgated thereunder by the U.S. Department of Housing and Urban Development have been amended, effective as to loan applications received on or after January 1, 2010 (the “New RESPA Rules”); and
  - ii. The New RESPA rules, among other things: (1) require the use of a new form of Good Faith Estimate (“GFE”). And (2) provide that if certain settlement charges required to be disclosed on the GFE exceed certain tolerance limits (“Tolerance Violations”) the Lender will be required to cure the Tolerance Violations.
- b. Broker will issue the initial GFE in compliance with the New RESPA Rules to each mortgage loan applicant within 3 business days of receipt of the application for loans it is or will be brokering on behalf of WMC.
- c. In the event that WMC is required to cure a Tolerance Violation with respect to any initial or subsequent GFE issued by Broker, Broker (i) authorizes WMC to deduct and retain the amount necessary to cure such Tolerance Violation from the compensation otherwise due to Broker in connection with such loan, or otherwise due to or to become due to Broker under the terms of this Agreement. Or (ii) agrees to reimburse WMC in such amount if insufficient compensation is due to Broker.

All other terms and conditions as of the Agreement shall remain in full force and effect.

**Wintrust Mortgage Corporation**

**BROKER COMPANY:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_