



**AMENDMENT A NONEXCLUSIVE LOAN
BROKERAGE PURCHASE AND SALE AGREEMENT**

This Amendment A to the First Guaranty Mortgage Corporation (FGMC) Nonexclusive Loan Brokerage Purchase And Sale Agreement is made as of this _____ day of _____ 20____, by and between First Guaranty Mortgage Corporation and _____ (“Broker”).
RECITALS

The FGMC and Broker entered into a Nonexclusive Loan Brokerage Purchase Agreement (“the Agreement”) dated the _____ day of _____ 20____. FGMC and Broker Lender have agreed to modify certain terms and provisions of the Agreement and are entering into this Amendment A in order to evidence and document such modifications.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, FGMC and Broker agree as follows:

Amendment to Agreement: The Agreement is hereby amended as follows:

Section 5 of the Agreement, entitled Early Payoff, is hereby amended by deleting its present language in its entirety and substituting in lieu thereof the following:

- 5. EARLY PAYOFF. Should the Broker or his agent refinance any loan sold to FGMC during the Premium Recapture Period (see, Schedule A below), Broker shall reimburse FGMC the corresponding premium paid on the loan:

Schedule A		
Loan Type	Premium*	Premium Recapture Period
FHA Insured Mortgage	2.75%	180 Days from date of loan funding
VA-Guaranteed Loans	2.50%	180 Days from date of loan funding
Conventional Loan	0.75%	365 Days from date of loan funding

*Premium is based upon the loan amount.

Upon thirty (30) days’ prior notice to Broker, Broker acknowledges that FGMC may modify this schedule, which modification shall thereafter be binding upon the Broker.

This Amendment may be delivered by facsimile or other electronic means, and any signature on a document delivered by facsimile or other electronic means shall be deemed an original signature for all purposes.

This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same amendment.

The Agreement and this Amendment may only be further amended by a writing duly executed by FGMC and the Broker.

It is the intent of the parties hereto that nothing contained in this Amendment shall be deemed to effect or accomplish or otherwise constitute a novation of any of the obligations owed by the Broker to FGMC.



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Except as specifically modified herein, all other terms and provisions of the Agreement remain in full force and effect and are hereby ratified and confirmed. The Broker hereby represents and warrants to FGMC that all representations and warranties set forth in the Agreement are true, accurate and complete as of the date of this Amendment

The laws of the Commonwealth of Virginia shall govern this Amendment, without giving effect to the choice of law provisions there under. With respect to any matters arising under this Amendment, the parties consent to the personal jurisdiction of the Circuit Court of Fairfax County, Virginia. The parties hereby agree that FGMC, and only FGMC, may elect, in its sole and absolute discretion, to submit any matters arising hereunder to binding arbitration in Fairfax County, Virginia, in accordance with the rules of the American Arbitration Association and that any such arbitration, if elected by FGMC, shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereunto have executed this Amendment A to the First Guaranty Mortgage Corporation (FGMC) Credit Agreement Nonexclusive Loan Brokerage Purchase And Sale Agreement as of the day and year first written above.

Broker: _____

First Guaranty Mortgage Corporation

By: _____(SEAL)

By: _____(SEAL)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____