

Mortgage Brokerage Agreement and Disclosure Statement

This agreement ("Agreement") is by and between _____ ("we", "us", "our") and the Borrower(s) who sign(s) below ("you", "your").

SERVICES: We are acting as your mortgage broker and this disclosure explains the costs you will pay for services provided. A mortgage broker charges fees to arrange a loan from a mortgage lender who will fund your loan. As your mortgage broker, we will assist you in obtaining a loan, but we do not offer the products of all mortgage lenders, and so cannot guarantee you the lowest price or best terms available. Be sure that you understand and are satisfied with the product and terms we arrange for you. By signing below, you request us to arrange a mortgage loan from a mortgage lender and you agree to the Broker Fees listed below for our services.

YOUR MORTGAGE LOAN:

You are currently applying for a mortgage loan in the amount of \$ _____ (must be completed). If your actual loan amount is different, than the dollar amount of any fee that is based on a percentage of the loan amount may increase if the loan amount increases, or decrease if the loan amount decreases. The fees in this Agreement are for broker services only and do not include other closing costs or credits from us or other parties.

BROKER FEES: Our Broker Fees may be paid by you directly and will be paid with (i) cash you must bring to closing, or, depending on your loan approval, (ii) you may include some or all of these fees in your loan amount and pay us at closing out of your loans proceeds. You also agree that the mortgage lender may pay us additional fees which are typically called a "yield spread premium". Any additional fees paid by the mortgage lender to us will increase the interest rate on your loan beyond what the interest rate would be if some or all of these fees were paid directly by you. We have discussed this pricing option with you. In addition to our Broker Fees, estimates of other fees you will pay in connection with your loan are shown on your Good Faith Estimate of Closing Costs.

NOTE: You may not be charged any fee, other than a reasonable credit report fee (if applicable), prior to (i) receiving your Good Faith Estimate from us, (ii) expressing your intent to proceed with the loan transaction and (iii) receiving the initial disclosures from the mortgage lender.

MAXIMUM BROKER FEE - All fees that are paid to us for arranging your loan with a mortgage lender. This amount is included in the figure listed in the "Our Origination Charge" of Block 1 of your Good Faith Estimate. The figure listed in the "Our Origination Charge" of Block 1 on the Good Faith Estimate includes the sum of all origination charges and fees for your loan from: the mortgage broker, mortgage lender and other third parties, as applicable.

\$ _____

CREDIT FOR SETTLEMENT COSTS FROM THE MORTGAGE LENDER IN EXCHANGE FOR YOUR SELECTED INTEREST RATE - This will be reflected as a credit to you on Block 2 of your Good Faith Estimate. If your rate is floating, the amount of this credit may change. Once your rate is locked, the amount of this credit may not decrease unless there is a "Changed Circumstance".

\$ _____

YOUR ADJUSTED BROKER FEE - The portion of our fees as the broker that will be paid by you to us directly after applying the above credit of the mortgage lender, if applicable. Fees paid by you to the lender are not included here, but are listed on the Good Faith Estimate in Block A, "Your Adjusted Origination Charges".

\$ _____

By signing below, you acknowledge that:

- (i) You have received a fully executed copy of this Agreement at the time of your mortgage application
- (ii) The Agreement has been explained to you and you understand it.
- (iii) You may not be charged and fee, other than a reasonable credit report fee (if applicable), prior to receiving initial disclosures from the mortgage lender.
- (iv) You have not been charged any fees prior to entering into this Agreement.
- (v) You voluntarily enter into this Agreement and agree to the Broker Fees above.
- (vi) The Fees and compensation above are based on current market rates and your current loan request.

I acknowledge and understand the terms of this Agreement. I further acknowledge that there are no other fee agreements between us. If the terms of the loan materially change, the costs for services provided by your Broker, and how I will pay those costs, may also change.

By signing below, I acknowledge receipt of a copy of this agreement and disclosure.

Applicant _____
(Signature) Date

Applicant _____
(Signature) Date

Interviewer _____

Date _____

* For Reverse Mortgages this amount is the maximum claim amount or appraised value whichever is less.