



Broker Certification

Borrower Name: _____

Subject Property Address: _____

Compensation Certification

☐ **Borrower Paid Broker Compensation**

Broker acknowledges that only Borrower(s) will be paying broker compensation to the broker and no additional broker compensation associated with this loan has been paid or will be paid to broker by any other party including, but not limited to the lender. Borrower(s) will not pay broker compensation with any portion of any Lender credit for the interest rate chosen, if applicable for this loan.

☐ **Lender Paid Broker Compensation**

Broker acknowledges that only the lender will pay broker compensation and no broker compensation associated with this loan has been paid or will be paid by borrower to broker or any other third party including, but not limited to the seller in a purchase transaction. The lender paid compensation is subject to the broker's periodic compensation selection in place at the time of the interest rate lock-in.

Safe Harbor Certification

Broker acknowledges the borrower was presented sufficient information to satisfy the safe harbor (anti-steering) provision of the Dodd-Frank Act which includes loan options for each type of transaction in which Borrower(s) expressed an interest and that the loan options included a loan with the lowest interest rate, a loan with the lowest interest rate and which does not contain any risky features, and a loan with the lowest total dollar amount of origination points/fees and discount points. The loan options presented to the Borrower must be obtained from a significant number of lenders with which Broker regularly does business and for each option presented, the Broker had a good faith belief that the borrower(s) would likely qualify for the loan presented.

Fee Certification

No fees of any kind other than a reasonable credit report fee (not to exceed the actual cost of the credit report) have been charged to/or collected from the borrower by me or any employee or agent of the undersigned prior to the borrower's receipt of the Initial Loan Estimate (LE), prepared by either the broker or a lender and the broker or lender's receipt of the Borrower's signed Intent to Proceed (as required under TILA - Regulation Z).

TRID Certifications

Application - Check One

☐ Broker acknowledges that it did receive all six (6) items that define an Application at the time the Borrower signed the 1003 (URLA).

☐ Broker acknowledges that it did **NOT** receive all six (6) items that define an Application at the time the Borrower signed the 1003 (URLA). The date that all (6) items were received is: _____

Initial Loan Estimate (LE), Home Loan Toolkit and Electronic Delivery

Broker acknowledges that the borrower (s):

1. Have been provided with an Initial Loan Estimate and Home Loan Toolkit within (3) general business days of the Broker's receipt of the Application (6 items);
2. Have confirmed receipt of the Initial Loan Estimate;
3. Have indicated their Intent to Proceed with the mortgage transaction in writing; and
4. Pursuant to the Electronic Signatures Act, have affirmatively consented to the use of electronic records and signatures (electronic delivery/receipt) on (date) _____, which is prior to any disclosures delivered having been delivered or signatures captured.

Revised Loan Estimate (LE)

Broker acknowledges that for each Change of Circumstance listed below, the borrower was provided with a revised LE within (3) general business days of the Broker's receipt of the information. Please attach a copy of all revised LEs listed.

Type of COC	Date	Description
Borrower Requested Change		
Interest Rate Lock (provide)		
Other		

Acknowledgement

Broker has fully complied with TILA and its implementing Regulation Z as updated (including the August 1, 2015 TILA-RESPA Integrated Disclosures requirements), RESPA and its implementing Regulation X, and all other applicable laws, regulations, and guidelines in providing mortgage brokerage services in connection with this loan transaction.

Broker Name - Company

Authorized Individual – Print Name

Title

Signature Date