

DELAWARE BROKERAGE AGREEMENT

Borrower(s):

Date:

Loan Number:

Property Address:

Broker:

Loan Originator:

This disclosure is provided to you pursuant to 5 Del. Code Ann. § 2113 and Code Del. Regs. 5-2104.

You, the applicant, agree to enter into this Brokerage Agreement with Broker as an independent contractor to apply for a residential mortgage loan from a Lender with which we from time to time contract upon such terms and conditions as you may request or the Lender may require.

SECTION I. NATURE OF RELATIONSHIP. In connection with this mortgage loan:

- We are acting as an independent contractor and not as your agent.
- We will assist in processing your loan application, including but not limited to assistance in completing the application, negotiating a loan, gathering the required documentation, and coordinating the efforts required to compile a completed application package. We will present your application to the Lender for review and approval.
- While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.
- Be advised that Broker is not the credit provider.

SECTION II. OUR COMPENSATION.

- Your interest rate, points and fees offered to you by the Lender may include our compensation.
- Either you or the Lender may pay us all of our compensation.
- For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees.
- Alternatively, if you would rather pay less up-front, you may be able to accept a higher interest rate from the Lender as a means to finance the payment of our compensation or other costs that you would otherwise be required to pay directly, in which case, we would be paid directly by the Lender.
- We are entitled to compensation at the settlement of your mortgage loan.

We also may be paid by the Lender based on services, goods or facilities performed or provided by us to the Lender.

SECTION III. REFUNDABILITY OF FEES

- You may be entitled to a refund of amounts paid to Broker if you exercise your right to rescind pursuant to the Truth-in-Lending Act.
- The following fees are refundable if a written commitment for a mortgage loan from a qualified mortgage lender is not produced within the time specified by the mortgage loan broker and otherwise at the rate, terms and overall costs agreed upon by the borrower or the mortgage loan does not close; provided however, that the mortgage loan broker shall not be required to refund fees when the failure to obtain a written commitment for a mortgage loan or the failure of a closing thereunder to occur is due to the substantial fault of the borrower.

- Origination Fee
- Application Fee (unless used to pay 3rd party fees)
- Discount Fee
- Processing Fee
- Other(s):

This agreement shall remain in effect until

ACKNOWLEDGEMENT

By signing below, you hereby acknowledge reading and understanding all of the information disclosed above, and receiving a copy of this disclosure on the date indicated below.