



# Liberty Mortgage Corporation

4415 Harrison Ave, Suite 326  
Hillside, IL 60162

## COMPENSATION AGREEMENT

WHEREAS, **Liberty Mortgage** in connection with the rules amending Regulation Z regarding loan origination compensation and anti-steering provisions sets forth a Compensation Agreement between **Liberty Mortgage** and Originator.

### I. DEFINITIONS:

1. "**Compensation**" has the meaning set forth in the Compensation Rule. Originator acknowledges and agrees that Compensation includes, without limitation, salaries, commissions and any financial or similar incentive, and that Compensation does not include bona-fide and reasonable fees collected for the payment of actual charges to non-affiliated third parties.

2. "**Creditor**" is a creditor for purposes of the Compensation Rule. Originator acknowledges and agrees that a Creditor is the party to whom the obligation is initially payable, provided that party funds the transaction at settlement out of its own resources (including drawing on a bona fide warehouse line of credit) or out of deposits held by the party. A party that uses table funding, as defined for purposes of the Compensation Rule, to fund a transaction is not a "Creditor".

3. "**Loan Originator**" has the meaning set forth in the Compensation Rule. Originator acknowledges and agrees that a loan originator includes a person who for compensation or other monetary gain, or in expectation of compensation or other monetary gain, arranges, negotiates or otherwise obtains a consumer credit Loan for another person. "Loan originator includes an employee of a Creditor or a Mortgage Broker, if the employee meets the definition of "Loan Originator".

### II. EFFECTIVE DATES AND COVERED TRANSACTIONS:

Applies to any application for a consumer credit transaction subject to the Compensation Rule that **Liberty Mortgage** receives from Originator on or after September 1, 2022

### III. PROHIBITIONS

Without limiting foregoing, Originator agrees as follows:

1 **Liberty Mortgage** will not pay, and Originator shall not receive any compensation based on the terms or conditions of a consumer credit transaction, other than as permitted by the Compensation Rule.

2, **Originator** shall not receive any compensation directly from the borrower (or any party deemed to be the borrower) or from any other source in connection with the same consumer credit transaction in violation of the Compensation Rules.

(a) the borrower may pay all Loan originator compensation in connection with a consumer credit transaction, and, in such case, no compensation will be paid, either directly or indirectly, to a loan originator by **Liberty Mortgage**.



# Liberty Mortgage Corporation

4415 Harrison Ave, Suite 326

Hillside, IL 60162

## COMPENSATION AGREEMENT

3. Originator is prohibited from directing or "steering" a consumer to consummate a transaction that is not in the borrower's best interest to increase the compensation to originator.

### IV. AGREEMENT

Without limiting the foregoing, Originator agrees as follows:

1. **Originator** will at all times comply and warrant compliance with 12 C.F.R. § 226.36 and the related Official Staff Commentary, and any amendments thereto (the "Compensation Rule"). Without limiting the foregoing, Originator also agrees to comply with this Compensation Agreement. Originator shall comply and warrant compliance with all current and future promulgation of laws and regulations associated with the origination and closing of a mortgage loan.

2. **Originator** shall retain all documentation, compensation agreements, and settlement statements on transactions funded by **Liberty Mortgage** for a period of not less than one years.

The compensation received by the Originator will either be paid by **Liberty Mortgage** or by the borrower. If **Liberty Mortgage** pays or will pay any compensation to Originator, Originator shall not receive any compensation directly from the borrower. If Originator receives or will receive compensation from the borrower, the compensation shall be disclosed by the Originator to **Liberty Mortgage** and Originator acknowledges and agrees that the Originator will not receive any compensation from **Liberty Mortgage** or any other party.

### V. COMPENSATION AMOUNT

For all loans covered by this Agreement, the amount of Originator Compensation received from **Liberty Mortgage** if **Liberty Mortgage** is paying all compensation, will be **90%** of the loan origination fee amount minus a Company transaction fee of **\$295.00** Per loan.

If **Liberty Mortgage** closes the Loan in Liberty Mortgage's name, there will be an additional **.25%** charge of the loan amount.

For Calyx Point there will be a yearly charge of \$216.00 which will be taken out of Loan Originator's first or second Loan closing.



# Liberty Mortgage Corporation

4415 Harrison Ave, Suite 326

Hillside, IL 60162

## COMPENSATION AGREEMENT

The compensation amount can be reviewed or changed periodically by **Liberty Mortgage**.

Any change in these amounts will be applied to any new loans taken after the effective date of the change.

No change in the compensation amount shall affect the validity of any other term or condition of this Agreement.

Accepted by:

X \_\_\_\_\_ Date: \_\_\_\_\_

## LOAN ORIGINATOR INFORMATION

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

NMLS # \_\_\_\_\_

Address: \_\_\_\_\_

S.S Number: \_\_\_\_\_

C/S/Z: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_