



DATE:

LOAN #:

BORROWER:

PROPERTY:

Appraisal Independence Lender Acknowledgement

Lender acknowledges that it has developed and implemented the structure and policies and procedures required in order to ensure that Lender originated or purchased single-family (1-4 unit) residential mortgage loans are in compliance with the appraisal independence requirements of Fannie Mae and Freddie Mac, HUD (for FHA loans), the Truth in Lending Act and its implementing Regulation Z on Valuation Independence and Misrepresentation of Value of Consumer's Dwelling, and any applicable state law or regulation on appraisal independence ("applicable Appraisal Independence Requirements"). Specifically, in addition to the above acknowledgment, as to this 'Loan' (as above identified), Lender acknowledges compliance with the following statements:

- The Lender has diligently reviewed and verified that the appraisal used to originate the residential mortgage loan, including without limitation, whether ordered directly by the Lender and/or through Lender's authorized agent, as well as whether ordered by a other lender ("Other Lender") that is being used by the Lender, was obtained in a manner that complies with all applicable Appraisal Independence Requirements. The Lender hereby represents and warrants compliance with the applicable Appraisal Independence Requirements.
- No person who prepared the appraisal or who performed an appraisal management function, whether directly through the Lender, an affiliate of Lender, through an authorized agent of Lender or otherwise, has a direct or indirect interest, financial or otherwise, in the property or transaction for which the appraisal was performed, as provided for under the applicable Appraisal Independence Requirements.
- No mortgage broker that originates residential mortgage loans on behalf of Lender ("Mortgage Broker"), no person in Lender's sales or mortgage loan production functions, as well as any person who is compensated on a commission basis upon the successful completion of a mortgage loan and any person whose immediate supervisor is not independent of the sales and mortgage loan production functions ("Lender Covered Persons") and no similar person or mortgage broker of a lender who obtained the appraisal used by the Lender ("Other Lender Covered Persons"), played any role in (i) selecting, retaining, recommending, or influencing the selection of the appraiser or the appraisal assignment or for inclusion on a list of appraisers approved or forbidden to perform appraisals for the Lender or (ii) compensating in any manner the appraiser.
- Lender and Other Lender has a separation between its sales and mortgage loan production functions and appraisal functions which shall mean, among other things, that an employee of the Lender in the sales or mortgage loan production function shall have no involvement in the operations of the appraisal and appraisal management functions.
- No Mortgage Broker, Lender Covered Person, or Other Lender Covered Person had any substantive communications with the appraiser or the designated and authorized appraisal management company ("AMC") relating to or having an impact on valuation, including ordering the appraisal, managing the appraisal assignment, or disputing any aspect of the appraisal.
- Lender or the Other Lender has not provided a list of approved appraisers or AMC's to a Mortgage Broker, any Lender Covered Person or any Other Lender Covered Person. Lender and including the Other Lender has not allowed a Mortgage Broker to select a lender designated or authorized AMC or an appraiser. However, a lender may direct a Mortgage Broker to contact a single AMC, to initiate a request for an appraisal provided that lender has specifically authorized and designated the single AMC to act on its behalf and not on behalf of the Mortgage Broker.

- No Mortgage Broker, Lender Covered Person Other Lender Covered Person, borrower, property seller, or real estate agent compensated in any manner, the appraiser.
- Lender and including the Other Lender has complied with the applicable Appraisal Independence Requirements on acceptability of subsequent appraisal standards.
- Lender and including the Other Lender has complied with the applicable Appraisal Independence Requirements on appraisal management and/or appraiser misconduct reporting.
- Lender's or the Other Lender's name appears on the appraisal as the Lender/Client.
- If the Lender accepted an appraisal prepared by an appraiser for a Other Lender, including where a mortgage broker has facilitated the mortgage application (but not ordered the appraisal), the Lender represents to Bank of America that if the Lender were to deliver the residential mortgage loan being originated by the Lender directly to Fannie Mae or Freddie Mac that the Lender could make all representations and warranties to such investors regarding the appraisal set forth in the respective selling guides and related documents, including without limitation all applicable Appraisal Independence Requirements. Lender further represents that it has determined that such appraisal if used for this Loan conforms to the Lender's requirements for appraisals, is otherwise acceptable to Lender, and was prepared in accordance with the applicable Appraisal Independence Requirements.
- Lender has, promptly upon completion, but in any event not less than three (3) business days prior to the loan closing, provided a copy, at no additional cost to the borrower, of any appraisal report concerning the borrower's subject property (including any and all appraisals that were used to establish value for lending purposes in connection with the mortgage loan) or Lender has obtained a waiver of the three-day delivery requirement from the borrower at least three (3) business days prior to the closing of the residential mortgage loan; provided however, in the event of a waiver, Lender nonetheless has provided any appraisal reports to the borrower no later than at the closing. Lender maintains in the residential mortgage loan file a copy of the dated appraisal report transmittal(s) or cover letter(s), including the method of delivery of the appraisal report(s) to, and receipt by, the borrower. Lender maintains in the residential mortgage loan file any applicable waiver documentation.

This Acknowledgment by Lender, as to the above-referenced Loan, is a covenant, representation and warranty of Lender and is incorporated into the Loan Purchase Agreement between Lender and its Investors and their Client Guides, effective as of the date specified below.

Acknowledgment By:

Excelerate Capital

By:

Print Name: _____

Title:

DATE: