



### HOEPA Worksheet

Instructions: Submission of the information on this Worksheet is required only for loan files that are selected by Fannie Mae for a quality control review. Use of the Worksheet is optional and the information may be submitted in another form. Complete this information as of loan closing. Refer to the definitions on page 2.

<b>Borrower Name:</b>	<b>Borrower Name:</b>
<b>Subject Property Address:</b>	
<b>Lender Loan Number:</b>	
<b>Fannie Mae Loan Number (if known):</b>	
<b>Loan Characteristics</b>	
1. <b>Exempt Loan:</b> is the loan exempt from the Home Ownership and Equity Protection Act (HOEPA)? Circle: YES NO IF EXEMPT, THE REMAINDER OF THIS WORKSHEET MAY BE LEFT BLANK.	
2. <b>Rate Lock Date:</b> _____	
<b>Bona Fide Discount Points</b>	
3. <b>Excluded Bona Fide Discount Points:</b> If Bona Fide Discount Points were excluded from Total Points and Fees, complete questions 4 and 5; otherwise, check N/A and skip to question 6. N/A: <input type="checkbox"/>	
4. <b>Excluded Bona Fide Discount Points (%):</b> _____	
5. <b>Undiscounted Rate (%):</b> _____	
<b>Additional Fees</b>	
6. <b>Total Affiliate Fees:</b> If fees were paid to an Affiliate, attach all RESPA Affiliated Business Disclosures and indicate Total Affiliate Fees paid (\$): _____; otherwise, check N/A: <input type="checkbox"/>	
7. <b>Loan Originator Compensation:</b> Enter all compensation paid to Loan Originators included in Total Points and Fees per Regulation Z (\$): _____ (if not applicable, enter \$0.00)	
8. <b>Same-Entity Refinance:</b> If the loan is a Same-Entity Refinance, provide the payoff statement; otherwise, check N/A: <input type="checkbox"/>	
9. Were changes made to Total Points and Fees after loan closing per 12 C.F.R. 1026.31(h)? Circle: YES NO	



## Definitions (QC File Request)

1. **Exempt Loan:** HOEPA only applies to purchase or refinance loans secured by a borrower's primary residence and not originated or made by a Housing Finance Agency (HFA).
2. **Total Points and Fees:** The total amount of points and fees, expressed in dollars, calculated in accordance with Regulation Z, Truth in Lending, 12 C.F.R. 1026.32 (b)(1).
3. **Rate Lock Date:** The last date the interest rate is set before closing of the loan (except if a rate lock is extended without a change in the rate prior to expiration of the rate lock period, the Rate Lock Date remains the date on which the interest rate was last set).
4. **Excluded Bona Fide Discount Points:** The Bona Fide Discount Points that are excluded, expressed as a percent of the loan amount, under 12 C.F.R. 1026.32(b)(1) and determined in accordance with 12 C.F.R. 1026.32 (b)(1)(i)(E) & (F) in Regulation Z, Truth in Lending.
5. **Undiscounted Rate:** The interest rate available to the borrower based on the borrower's particular credit profile and loan characteristics, before any discount points are applied (termed in Regulation Z "the interest rate without any discount").
6. **Total Affiliate Fees:** Relates to fees were paid to an affiliate(s) of the creditor, as defined in Regulation Z, Truth in Lending, 12 CFR 1026.32(b)(5). The total amount of all items, without duplication, listed in Regulation Z, Truth in Lending, 12 C.F.R. 1026.32(b)(1)(i), 12 C.F.R. 1026.32(b)(1)(iii), and 12 C.F.R. 1026.4(c)(7) (other than amounts held for future payment of taxes), expressed in dollars, paid to all affiliates.
7. **Loan Originator Compensation:** The total amount of loan originator compensation that is required to be included in Total Points and Fees pursuant to Regulation Z, Truth in Lending, 12 C.F.R. 1026.32(b)(1)(ii), expressed in dollars.
8. **Same-Entity Refinance:** Refinancing transaction for an existing loan with the current holder, current servicer, or an affiliate of either. The prepayment penalty amount, expressed in dollars, as calculated in accordance with Regulation Z, Truth in Lending, 12 C.F.R. 1026.32(b)(6)(i), must be included in Total Points and Fees.