



Co-Broker Agreement (“Agreement”)

We would like to welcome your participation into the Co-Broker Program. We look forward to working with you in originating mortgage and co-operative loans. Sets forth below are the specifics of the Program and our agreements in connection therewith as follows:

1. FCMC Mortgage Corp. (“FCMC”) is and shall be during the term of this Agreement, a registered mortgage broker with the New York State Banking Department and a licensed mortgage broker with the New Jersey Department of Banking and Insurance and a licensed mortgage broker with the Pennsylvania Department of Banking and a correspondent mortgage lender with the Florida Department of Banking.

2. All loans shall be processed by FCMC and shall be submitted for approval with lenders through which FCMC has a wholesale or other brokering relationship.

3. You agree to originate loans that conform to the requirements of Article 12-D of the New York State Banking Law, the regulations promulgated there under, Section 17 of New Jersey Statutes Annotated (the NJ Licensed Lenders Act) and the regulations promulgated there under, as the case may be, the Real Estate Settlement and Proceedings Act and other relevant federal and state laws and regulations regulating the origination of residential and/or commercial real estate loans (collectively, the “Banking Laws”).

4. You acknowledge that you are prohibited by the Banking Laws from originating loans for more than one mortgage broker and agree that during the term of this Agreement that you shall not originate any loans for any mortgage broker other than FCMC. In connection therewith, upon execution of this Agreement, FCMC shall (a) with respect to New York loans, file an Undertaking of Accountability with the N.Y.S. Banking Department or (b) provide you with a Loan Solicitor’s Application which shall be filed with the NJ Department of Banking and Insurance upon completion, allowing you to originate loans under FCMC’s brokerage licenses.

5. FCMC shall pay you a commission for each loan originated commensurate with the work performed in connection with each such loan origination as follows:

50% of all Brokerage Fees for the work performed above plus, the coordination of and follow-up of the loan process through closing with the client, including, but not limited to, coordinating with FCMC’s processors and clerical personnel to clear processing, commitment and closing conditions.

6. FCMC shall pay the commissions to you after the closing and funding of each loan and upon FCMC's receipt of the appropriate Brokerage Fee from the client, lender, lender's attorney, or closing agent as the case may be.

7. Though you will be originating loans through FCMC, in all respects, you shall be deemed to be an independent contractor and shall be responsible for all of your own operating costs and expenses incurred in originating loans, including, but not limited to, rent, telephone, automobile, photocopying, faxing, overnight delivery, etc.

8. You agree to indemnify and hold FCMC harmless from any costs and expenses (including, but not limited to, reasonable attorneys fees) for your acts or omissions that result in violations of the Banking Laws.

9. You agree that, to the best of your knowledge, all information provided and documentation submitted to FCMC shall be true and correct in all material respects.

10. This Agreement shall be valid until terminated by either party for any reason after giving ten (10) day's written notice of such termination to the other party, provided, however, this Agreement shall continue with respect to any loans that have been originated by you but not yet closed and funded.

11. This Agreement has been made in the State of New Jersey and shall be construed in accordance with the laws of New Jersey.

If the foregoing represents your understanding, please indicate your agreement to the terms herein by signing below and returning a copy of this Agreement to us. Upon our receipt of a signed copy of this Agreement with the information set forth below completed, you shall be admitted as a member of the Accountant's Loan Origination Program and shall be able to originate loans through FCMC.

ACKNOWLEDGED AND AGREED:

Dated: _____

X _____

FCMC MORTGAGE CORP.

PRINT NAME

Address: _____

Phone: _____

SS#: _____

Email address