

NORMANDY CORPORATION AND BROKER FIRM AGREEMENT

THIS AGREEMENT, made this ____ day of ____, 20__, between _____(hereinafter called "Broker") and Normandy Corporation (hereinafter called "Lender").

1. Procedures

Broker may obtain information with respect to the current mortgage loan programs Lender offers, and may present a loan to Lender for consideration by calling 585-256-2600, or by visiting Lender's website at www.Normandy.com. Any loan program information provided to Broker is subject to change at any time. Notwithstanding anything herein to the contrary, Lender shall be under no obligation or commitment to fund any loan which does not meet its underwriting criteria for any reason.

2. General

- a) All loan applications submitted to Lender will be prepared in accordance with the procedures and guidelines established from time-to-time by Lender.
- b) Broker shall obtain all data necessary to insure the proper and accurate completion of the loan application including signed authorizations for written verification of employment, income, assets and other material information requiring verification.
- c) If Lender approves a loan application presented by Broker, Lender will arrange for processing, closing and funding the loan in as timely a manner as applications originated directly by Lender.
- d) Lender shall control closing and funding of an approved loan.
- e) The amount and source of Broker compensation will be fully disclosed to Borrower in Lender's commitment letter. Additionally, Broker compensation will be recited on the settlement statement.
- f) In no event shall the collection of any fee or charge of the Broker's, other than the Broker compensation as per the selected option, be the responsibility of the Lender.

3. Loan Transaction Definitions

- a) Residential Transaction means any loan secured by a 1 to 4 unit residential building or lot.
- b) Commercial Transaction means any loan secured by a 5 or more unit residential building, a multi-use building, a commercial lot loan, a commercial building or a loan for development or infra-structure purpose.

4. Broker Compensation Options shall only be one of the two options defined below.

a) Borrower Paid:

Residential Transaction: The maximum percentage of compensation that a Broker may charge on any Residential Transaction (as defined above) may not exceed 2.00 %.

Commercial Transaction: The maximum percentage of compensation that a Broker may charge on any Commercial Transaction (as defined above) may not exceed 2.00%.

- b) **Lender Paid:** Lender Paid compensation will be a portion of Lender's total Origination Fees as disclosed to Borrower by Lender.

Residential Transaction: On a loan by loan basis, Lender will consider direct compensation to the Broker on any Residential Transaction in an amount not to exceed 1.50% of the loan amount.

Commercial Transaction: On a loan by loan basis, Lender will consider direct compensation to the Broker on any Commercial Transaction in an amount not to exceed 2.00% of the loan amount.

- c) Broker may elect to receive compensation for a loan presented and for which Lender funds, from either of the two options described above (a or b), each being solely based on a percentage of the loan amount. By signing this Agreement, Broker is certifying that the selected option is the sole source of compensation for any one loan.
- d) Regardless of the option selected, Borrower Paid or Lender Paid, a written agreement between the Borrower and the Broker must be provided prior to loan closing, which clearly states the terms and conditions of Broker compensation. Said agreement must be in compliance with the applicable state and federal law.

5. Representations and Indemnities

- a) Broker, its officers, agents, employees and representatives will comply with all federal, state and local laws with regard to this agreement and the duties and obligations imposed and the conduct and activities permitted, authorized or contemplated hereby.
- b) Broker will indemnify and hold the Lender, its officers, agents, employees and representatives harmless from any and all cost and claims (including, but not limited to, reasonable attorney’s fees and costs) arising out of any fault of Broker with respect to any loan transaction governed by this agreement.
- c) Broker warrants that all mortgage loan files contain no material fraud or misrepresentation with respect to the information submitted, nor is misleading due to the omission of fact. All information, including signatures, is genuine and true.

6. Transfer and Termination

- a) No sale, transfer or assignment of this Agreement or of any interest herein shall be valid without the prior written consent of Lender.
- b) This Agreement will terminate automatically upon termination or expiration of any approval or license of Broker or Lender required by law to perform the services required of Broker or Lender by this agreement.
- c) This Agreement may be terminated by either party upon 48 hours written notice to the other party. Any such termination shall not affect applications, if any, which have been presented to Lender prior to termination.

7. Governing Law

This Agreement shall be governed by and constructed in accordance with the laws of the State of New York.

8. Entire Agreement and Amendments

All changes, additions or deletions to this Agreement must be made in writing and signed by the parties; provided, however that Lender may from time to time amend or update its policies and procedures by delivering program announcements, memos and the like to Broker, each of which shall be effective as indicated therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

BROKER

LENDER: NORMANDY CORPORATION

X _____

X _____

Signature of Authorized Representative

Print Name/Title: _____

Print Name/Title: _____

Company: _____

Address: _____

Contact No.: _____

NMLS No: _____