

NORCOM MORTGAGE LOAN BROKER AGREEMENT

This Loan Broker Agreement (“Agreement”), made and entered into this ____day of_____, 20___, by and between NORWICH COMMERCIAL GROUP, INC., a Connecticut corporation, dba NORCOM MORTGAGE (“Norcom”) and _____, a(n)_____ (“Broker”).

Whereas, Broker is in the business of originating real estate mortgage loans by taking and processing loan applications from prospective borrowers and placing these applications on a non-exclusive basis with mortgage lenders such as Norcom who underwrite, close and fund approved loans; and

Whereas, Norcom and Broker desire to engage in similar transactions for such loans (“Loans”).

Now therefore, in consideration of the mutual promises made herein and the terms and conditions set forth below, Norcom and Broker agree as follows:

PROCEDURES

1. **Registering Loans; Guidelines.** Broker may from time to time register Loans with Norcom. Broker must comply with the Loan registration requirements specified by Norcom in the Norcom Manual, Product Guide, and any other document (whether in hard copy or electronic form), and the price, the lock-in period, and all other pricing issues will be governed by Norcom’s Pricing Policy and Procedures (the “Pricing Policy”).

The Norcom Manual, Product Guide, Pricing Policy and any other document (whether in hard copy or electronic form) in which Norcom specifies requirements for or related to Loans are collectively referred to as the “Guidelines”. By locking-in a Loan, Norcom agrees to fund the Loan, provided that the Loan complies with all provisions of this Agreement and the Guidelines and closes with Norcom. Norcom in its sole discretion, reserves the right to change prices and its Pricing Policy and other Guidelines at any time and without prior notice to Broker. Any changes to the Guidelines are effective and binding on Broker, with or without notice, as of the date specified or, if not specified, as of the date of issuance. In no event, however, shall such a change in prices or the Pricing Policy affect a Loan previously locked-in with Norcom by Broker. The Guidelines may be accessed at www.norcom-usa.com. Broker represents that it has and will maintain policies and procedures regarding the origination and processing of Loans that are sufficient to provide for compliance by Broker with the Guidelines. Broker acknowledges and agrees that Norcom has no duty or obligation to monitor Broker’s compliance with the Guidelines.

2. **Status of Registered Loans.** Broker will keep Norcom informed as to the pipeline status of Loans to be funded by Norcom under this Agreement.

3. **Broker Duties; Fees and Compensation.** Broker understands and agrees that payment of any compensation shall be based solely on actual and specific loan origination and processing services provided by Broker in connection with each Loan transaction. These services shall include, but are not limited to, the following: (a) counseling borrowers concerning availability of various loans and the general process of obtaining a loan; (b) explaining to borrowers Norcom’s loan products, programs and lending philosophy; (c) completing the loan application with borrowers and

obtaining signatures thereto; (d) obtaining merged credit reports including FICO scores from three repositories; (e) evaluating such credit information to pre-qualify borrowers for Norcom's loan products and programs; (f) assisting borrowers with explanations of delinquent credit; (g) preparing Good Faith Estimates as required by the Real Estate Settlement Procedures Act (RESPA) and preliminary Truth in Lending Act (TILA) disclosures and sending same to borrowers within three (3) business days of application; (h) providing borrowers with all other disclosures required by federal, state, or local laws or regulations; (i) obtaining loan processing information such as verifications of employment and deposits, tax filings and pay stubs (j) processing information to further qualify borrowers for a Norcom loan products or programs; (k) initiating the order for property appraisals in the manner specified in the Guidelines (and in connection with a Loan, Broker shall not have any involvement with an appraisal or an appraiser except as may be expressly provided for in the Guidelines); (l) ordering title reports and commitments; (m) keeping borrowers informed of the status of their loan application; and (n) submitting fully processed application files to Norcom for underwriting.

Broker understands and agrees that Broker may not impose any fees on a borrower that may not be imposed under applicable law or the Guidelines. Without limiting the foregoing, Broker understands and agrees that except for a credit report fee that is bona fide and reasonable in amount, Broker may not impose any other fee on a borrower until the borrower has received a Good Faith Estimate under RESPA and indicated the intention to proceed with the Loan covered by the Good Faith Estimate, and also received preliminary TILA disclosures issued by Norcom.

Broker understands and agrees that the compensation of Broker, and the compensation of Broker's employee loan originators, in connection with a Loan must comply with applicable law and the Guidelines, including without limitation requirements under TILA and rules adopted under TILA. Without limiting the foregoing, Broker understands and agrees that (1) if Norcom directly or indirectly compensates Broker in connection with a Loan, neither Broker nor any employee loan originator of Broker may receive compensation, directly or indirectly, based on any of the Loan's terms or conditions (except compensation based on a fixed percentage of the Loan amount, which may be subject to a minimum and/or maximum dollar amount of compensation), (2) if Norcom directly or indirectly compensates Broker in connection with a Loan, Broker may not receive any compensation, directly or indirectly, from the borrower or any other party in connection with the Loan and no employee loan originator of Broker may receive compensation, directly or indirectly, from the borrower or any other party (except for Broker) in connection with the transaction, (3) if Broker and/or any employee loan originator of Broker receives any compensation directly from the borrower (or directly from the borrower and/or the seller in connection with a purchase money Loan), neither Broker nor any employee loan originator of Broker may receive any compensation, directly or indirectly, from Norcom or any other party in connection with the transaction, and (4) neither Broker nor any employee loan originator of Broker may steer a borrower to a loan that would provide for greater compensation to Broker or the loan originator from a lender in connection with other loans that were offered or could have been offered to the borrower, unless the loan consummated by the borrower is in the borrower's interest.

4. **Delivery of Loan Files.** Norcom will work directly with title companies, closing agents and attorneys to ensure delivery to Norcom of loan documents for Loans closed under this Agreement.

5. **Delivery of Other Information/Documentation.** All information and documentation on any Loan required by Norcom to satisfy the requirements of the Federal Housing Administration

(FHA), Department of Veterans Affairs (VA), Government National Mortgage Association (GNMA), Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), or a state agency, private investor or pool commitment, shall be delivered by Broker to Norcom no later than thirty (30) calendar days after Loan closing or sooner if required by the Guidelines. Broker understands that the timely receipt of such information and documentation is of critical importance to Norcom, and agrees to cooperate to the best of its ability in obtaining and delivering all necessary items to Norcom within the required thirty (30) days or shorter time period, as applicable. Any failure by Broker to comply with this provision could result in the required purchase or repurchase of the affected Loan or Loans from Norcom and/or the termination of this Agreement by Norcom.

6. **Underwriting.** The underwriting of a Loan by Norcom shall not affect in any way Broker's obligations hereunder, including without limitation, Broker's purchase, repurchase and/or indemnification obligations under this Agreement.

7. **Norcom Liability to Broker for Registering/Underwriting Loans.** Notwithstanding any language in this Agreement to the contrary, Norcom shall have no liability to the Broker for any act or omission related to the registration and/or underwriting of Loans, including but not limited to those caused by equipment or computer failures, labor strikes or walkouts, casualty, and acts of God, except where such act or omission constitutes gross negligence on the part of Norcom.

BROKER REPRESENTATION AND WARRANTIES

8. **Broker Representations and Warranties.** Broker hereby makes the following representations and warranties to Norcom, which shall be deemed made as of the date hereof, and hereafter as of each and every date that Broker submits a Loan to Norcom through and including the funding date for the Loan.

A. As to Broker:

1. Broker is duly organized, validly existing and in good standing under the laws of its state of organization, and Broker is qualified to transact business, and has all licenses, permits, registrations or similar approvals in each state where Broker originates Loans, as necessary to engage in the mortgage broker business and to perform as set forth in this Agreement, and each such qualification, license, permit, registration and approval is in good standing. Each of Broker's employee loan originators who have any involvement with a Loan registered with Norcom under this Agreement possesses all licenses, permits, registrations or similar approvals that are necessary with respect to the origination of mortgage loans and each such license, permit, registration or similar approval is in good standing;
2. Broker has the full power and authority to enter into this Agreement, none of the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, or the fulfillment of or compliance with the terms and conditions of this Agreement, will conflict or result in a breach of any term, condition or provision of Broker's certificate of incorporation or by-laws or any agreement to

- which Broker is a party or by which Broker is bound, or constitute a material default or result in an acceleration under any of the foregoing;
3. No consent, approval, authorization or order of any court, governmental body or any other person or entity is required for the execution, delivery and performance by Broker of this Agreement including, but not limited to, the submission of Loans to Norcom.
 4. Neither Broker nor its agents know of any suit, action, arbitration or legal or administrative or other proceeding pending or threatened against Broker that would affect its ability to perform its obligations under this Agreement; and
 5. This Agreement has been duly authorized and executed by Broker and is, or upon delivery will be a legal, valid and binding obligation of Broker enforceable in accordance with its terms, subject only to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditor rights generally.

B. As to each Loan:

1. With respect to each Loan that is originated as a first lien Loan, upon recordation of the security instrument the Loan will be secured by a valid first lien on the property securing the Loan (the “security property”) free and clear of all encumbrances and liens having priority over the lien of such Loan, except liens for real estate taxes and special assessments not yet due and payable, and with respect to each Loan that is originated as a second lien Loan, upon recordation of the security instrument the Loan will be secured by a valid second lien on the security property free and clear of all liens having priority over the lien of such Loan, except the lien under the first lien Loan and liens for real estate taxes and special assessments not yet due and payable;
2. The security property is free and clear of all mechanic’s and materialmen’s liens or liens in the nature thereof, and no rights are outstanding that under law could give rise to any such lien, nor is Broker aware of any facts that could give rise to any such lien;
3. To Broker’s knowledge, the appraiser of the security property did not have had any interest, direct or indirect, in the security property or in any Loan made on the security thereof, and the appraiser had the necessary licenses, qualifications, certifications or similar approvals to perform the appraisal;
4. All federal and state laws, rules and regulations and all agency (such as Fannie Mae, Freddie Mac, FHA, VA), investor and insurer requirements applicable to the Loans have been complied with, including but not limited to: The Real Estate Settlement Procedures Act, the Flood Disaster Protection Act; the Federal Consumer Credit Protection Act, including without limitation the Truth-in-Lending Act, Fair Credit Reporting Act and Equal Credit Opportunity Act; the Home Mortgage Disclosure Act, the Fair Housing Act, the Gramm-Leach Bliley Act, statutes or regulations governing fraud, lack of consideration, unconscionability, consumer credit

- transactions or interest charges, limitations on fees, costs and/or pricing. All conditions within the control of Broker as to the validity of the insurance or guaranty applicable to FHA insured or VA guaranteed mortgage loans, mortgage insurance, hazard insurance or other applicable insurance have been duly satisfied;
5. No Loan is the subject of litigation that could affect the ability of the owner or servicer of the Loan to enforce the terms of the obligation or its rights under the Loan documents;
 6. There is in force for each Loan a paid-up title insurance policy issued by a Norcom-approved title company in the amount at least equal to the outstanding principal balance of the Loan and meeting the requirements of applicable law, the Guidelines and applicable agency, investor and insurer requirements;
 7. There is in force for each Loan all hazard and flood insurance policies required by applicable law, the Guidelines or applicable agency, investor or insurer requirements, and meeting the requirements of applicable law, the Guidelines, and applicable agency, investor and insurer requirements;
 8. Broker may assign and transfer all of its rights, title and interests in the Loan to Norcom free and clear of any liens, claims, rights, title or interests of any other party;
 9. The borrower has no rights of rescission, set-offs, counterclaims or defenses to the note or security instrument securing the note arising from the acts and/or omissions of Broker in the origination of the Loan;
 10. To Broker's knowledge no improvement located on or being part of the security property is in violation of any applicable zoning law or regulation;
 11. The security property is (a) in good repair and free of substantial damage from any cause, including but not limited to termites, flood, fire, accident, earthquake, hurricane, or other disaster or calamity; and (b) the market for real estate in the geographical area of the security property has not materially and adversely declined since the valuation date identified in the property appraisal report;
 12. No error, omission, misrepresentation, negligence, fraud or similar occurrence with respect to a Loan has taken place on the part of any person including without limitation Broker, the borrower, or any other party involved in the origination of the Loan or, to the knowledge of Broker, any appraiser;
 13. Neither Broker nor any other person involved in the origination of the Loan received any direct or indirect benefit, fee, commission or other consideration of value from borrower or any other party in connection with the Loan except those fees properly charged to borrower and disclosed to Norcom in writing; and
 14. No entity or person other than Broker or an employee of Broker originated the Loan;
 15. The Loan meets all requirements of the Guidelines.

BROKER'S PURCHASE, REPURCHASE AND INDEMNITY OBLIGATIONS

9. **Broker's Purchase and Repurchase Obligations.** Broker shall purchase or repurchase any Loan registered with Norcom pursuant to this Agreement within thirty (30) business days of receipt of written notice from Norcom of any of the following circumstances:
- A. Broker fraud or misrepresentation in the origination, processing or closing of the Loan;
 - B. Broker fails to observe or perform or breaches in any material respect any of the covenants or agreements contained in this Agreement or the Guidelines with respect to a particular Loan, or any representation or warranty made by Broker under this Agreement or the Guidelines with respect to a particular Loan is not true, correct or accurate in any material respect;
 - C. Failure by Broker to deliver to Norcom within thirty (30) days from the date each Loan was closed by Norcom the original information and documentation specified in Section 5;
 - D. The consideration by Broker or any of Broker's employees or agents of the borrower's handicap, familial status, race, color, religion, gender, marital status, age (except for legal capacity to contract or as otherwise expressly permitted by law), national origin, receipt of income from public assistance programs or the good faith exercise of any rights under the Consumer Credit Protection Act in connection with a particular Loan.

Broker's obligations under this Section shall be fully applicable regardless of whether Norcom has underwritten or approved the Loan and regardless of the contents of the documents or other materials (whether in hard copy or electronic form) provided by Broker to Norcom. The purchase or repurchase amount for a Loan shall equal the sum of the unpaid principal balance of the Loan, the accrued but unpaid interest on the Loan, any unreimbursed advances made by Norcom with respect to the Loan plus any other amounts specified in the Guidelines.

10. **Broker's Indemnification Obligations.** Broker shall indemnify and hold Norcom harmless from any damage, loss or expense (including without limitation attorney's fees and all costs of investigation, settlement and appeal) arising out of, resulting from or relating to any of the circumstances giving rise to a purchase or repurchase obligation of Broker under this Agreement. Broker's obligations under this Section shall be fully applicable regardless of whether Norcom has underwritten or approved any related Loan and regardless of the contents of the documents or other materials (whether in hard copy or electronic form) provided by Broker to Norcom.

11. **Borrower Information.** Broker shall keep all information regarding borrowers confidential, and safeguard such information, in accordance with all applicable federal and state laws, rules and regulations, and may not use any information regarding borrowers except as permitted under applicable federal and state laws, rule and regulations (including without limitation the Gramm-Leach-Bliley Act and Fair Credit Reporting Act and the respective rules, regulations and guidelines adopted thereunder), this Agreement and the Guidelines.

12. **Norcom Information.** Broker acknowledges and agrees that, in connection with this Agreement, Broker and its employees or agents may, directly or indirectly, receive or be provided with certain information relating to Norcom's business and operations ("Confidential Information"). Broker acknowledges that Norcom considers all such information valuable, confidential and proprietary. Therefore, Broker expressly agrees that, except as otherwise required by applicable law, court or

governmental order: (a) Broker and its employees and agents, will not, without Norcom's express, written permission, use or disclose any Confidential Information of Norcom, and any use or disclosure of Confidential Information shall be limited to the specific purposes for which the use or disclosure was authorized; (b) Broker will take all steps reasonably necessary to protect the Confidential Information of Norcom, including, at a minimum, any such steps that Broker would take to protect its own confidential information; and (c) Broker agrees to return the Confidential Information of Norcom, and all notes, copies and other associated materials containing such Confidential Information, to Norcom upon request.

Broker expressly acknowledges and agrees that the remedy of Norcom at law for a breach or threatened breach of any of the provisions of this Section or Section 13 by Broker would be inadequate. In recognition of that fact, in the event of a breach or threatened breach by Broker of the provisions of this Section or Section 13, it is agreed that, in addition to its remedy at law and without posting any bond, Norcom shall be entitled to, and Broker agrees (if Norcom establishes that a breach or threatened breach has occurred) not to oppose Norcom's request for, equitable relief in the form of a temporary restraining order, a temporary or permanent injunction, or any other equitable remedy that may then be available. This Section shall not be construed as prohibiting Norcom from pursuing any other remedies available to it for such breach or threatened breach.

13. **Additional Assurances: Inspection.** Broker agrees, from time to time, upon Norcom's request, to provide Norcom with additional evidence that Broker's representations and warranties contained herein are true, correct and accurate. This may include allowing Norcom to (a) conduct periodic on-site audits of Broker's business activities related to the Agreement, including but not limited to all books, records and files of Broker pertaining or relating to any Loans registered with Norcom and (b) obtain reports concerning the background, credit standing, and business conduct of Broker and its principals, employees, and agents. Upon written request by Norcom, Broker will submit to Norcom its annual financial statement, certified by an independent certified public accountant.

14. **Loans Originated by Third Parties.** Norcom shall have no obligation under this Agreement to accept any Loans from Broker which were originated by any entity or person other than Broker, and Broker shall not register Loans with Norcom that are not originated by employees of Broker.

15. **Continued Employment of Broker's Principals; Other Matters.** In the event that the Principal or Principals of Broker who negotiate this Agreement with Norcom discontinue their employment or other relationship with Broker, Broker shall deliver immediate notice of such event to Norcom. Broker shall also immediately notify Norcom of (a) the termination, suspension or expiration of any license, permit, registration or similar approval of Broker that is necessary to engage in the mortgage broker business and to perform as set forth in this Agreement, (b) any event

or circumstance of which Broker is required to notify any federal or state agency in connection with a license, permit, registration or similar approval of Broker that is necessary to engage in the mortgage broker business or to perform as set forth in this Agreement, and (c) any investigation of Broker commenced by, or notice of any investigation of Broker from, any such federal or state agency, except for routine examinations conducted in the ordinary course of business.

16. **Notices.** Any notice or demand which is required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given if in writing, delivered personally, sent by a nationally recognized overnight express or similar service with package tracking capability (with payment made by the sender), or sent by first class United States mail, postage prepaid and registered or certified with return receipt requested, addressed to the party at its address set forth below:

Norcom Mortgage
139 Simsbury Road
P.O. Box 1622
Avon, CT 06001
Attn: Philip DeFronzo

Broker:

Either party may change its address by notice to the other. Notices are deemed given upon personal delivery, one calendar day after sending by overnight express or any similar service or three calendar days after mailing by first class United States mail in the manner set forth above.

17. **Termination.** This Agreement may be terminated by either Norcom or Broker without cause upon written notice. In event of such termination, Norcom agrees to close after termination those Loans locked-in by the Broker prior to the date of termination. However, in the event that Norcom, in its sole judgment and discretion, reasonably determines that there has been fraud or misrepresentation concerning Loans registered by Broker, or any other material breach by Broker of this Agreement, Norcom reserves the right to cancel this Agreement immediately and without prior notice, and to refuse to close any Loans registered by the Broker prior to such termination. All other rights and obligations of the parties hereto which arose prior to termination, and all representations and warranties made by Broker in or pursuant to this Agreement, shall survive termination.

18. **Relationship of Parties; Authority.** Except to the extent of any powers of attorney provided Broker to Norcom pursuant to this Agreement, Broker and Norcom are independent contractors and nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, agency, or any other relationship between Broker and Norcom. The relationship of Broker and Norcom is not exclusive and nothing in this Agreement means that Broker has granted Norcom any exclusive right or that Norcom has granted Broker any exclusive right. Norcom may originate mortgage loans itself and use other mortgage brokers.

Broker has no authority to, and shall not, make any commitment or agreement on behalf of Norcom with any borrower or other third party, or make any representations to any borrower or other third party on behalf of Norcom, other than as may be expressly authorized in writing by Norcom. Without limiting the foregoing, Broker shall not (a) represent to a borrower that Norcom will approve the borrower's loan application or make any particular determination with respect to the loan application, (b) represent to a borrower that Norcom has made a particular determination with

regard to the borrower's loan application when Norcom has not done so, or make a representation to a borrower that is not consistent with Norcom's determination regarding the borrower's loan application, or (c) represent to a borrower that an interest rate and/or other pricing terms have been locked-in with Norcom unless Broker has locked-in the interest rate and other pricing terms with Norcom in accordance with the Guidelines and Norcom has issued a confirmation of such lock-in, or make any representation to a borrower that is not consistent with any lock-in confirmed by Norcom.

19. **Limited Power of Attorney.** Broker irrevocably appoints Norcom as its attorney-in-fact for the limited purpose of permitting Norcom to: endorse any check, draft or other instrument in its possession which is made payable to Broker but which is due Norcom under the terms of this Agreement, (b) endorse promissory notes relating to Loans to Norcom or to any other person or entity and to make corrections and revisions to any promissory note endorsements made by Broker or Norcom, and (c) prepare and execute assignments assigning any Loans sold by Broker to Norcom, as well as any related Loan documents. In the event Norcom requires a standalone Limited Power of Attorney for recording or other purposes, Broker agrees to execute a Limited Power of Attorney in the form provide by Norcom appointing Norcom as its attorney-in-fact for the actions required.

20. **Right to Offset.** Amounts owed by Broker to Norcom under this Agreement may, at Norcom's option and its sole discretion, be offset by Norcom against any payments then or thereafter owed by Norcom to Broker.

21. **Updates and Amendments.** Terms and conditions of the Agreement are subject to any change, amendment or update posted by Norcom on its website. The current address for Norcom's website is www.norcom-usa.com, and Norcom's current website address is subject to change by Norcom. In addition, Norcom may designate alternative or additional ways of providing notice of any change, amendment or update to this Agreement. Any such change, amendment or update is posted by Norcom on its website or notice is otherwise given to Broker. Broker accepts and agrees to any such change, amendment or update by locking a Loan with Norcom after such notice has been posted or otherwise given.

22. **Miscellaneous.** No assignment, transfer or other alienation of this Agreement by Broker shall be effective without the prior written consent of Norcom. This Agreement is established for the sole benefit of Norcom and Broker, and no party other than Norcom and Broker shall be entitled to the benefit thereof. The waiver by Norcom of any term or condition hereof shall be limited to the context in which the term or condition is expressly waived, and will not otherwise impair any right of Norcom or be construed as a waiver of any term or condition in the future. There are no promises or inducements by Norcom to Broker not contained herein. This Agreement cannot be amended or modified orally, and, except as set forth in Section 22, no provision of this Agreement may be waived or amended except in writing executed by Norcom and Broker. Such a written waiver or amendment must expressly reference this Agreement. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument. This Agreement has been entered into and shall be governed and construed in accordance with the laws of the State of Connecticut. Facsimile signatures shall be considered valid, authentic, and legally binding and shall be admissible in court as final and conclusive evidence of the execution of the Agreement and the existence of obligations hereunder.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date herein above written:

Norwich Commercial Group, Inc.
dba Norcom Mortgage

Broker

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____