



First Interstate Financial Corp's Account Executive Name: _____

Thank you for expressing a desire to become an approved Broker with **First Interstate Financial Corp. (FIFC)**. Please provide the required items listed below in order to complete your application to become an **FIFC** approved Broker. Once completed, kindly return to us in the self-addressed, postage paid envelope.

REQUIRED ITEMS:

- ___ Completed **Broker Application**.
- ___ Two years' **Annual Financial Statements** for your business including any **Subsequent Interim Quarterly Statements**.
- ___ **Resumes** of the Principal Officers and supervisory staff.
- ___ **Corporate Resolution** completed and signed by authorized agent (if applicable).
- ___ Copy of the necessary **State Licensing**, in which you intend to do business with us.
- ___ Two executed copies of the **Broker Agreement**.
- ___ Your **Quality Control Procedures**.

Should you have any questions, please call me at 888-389-9878 - extension _____.

Thank you!



BROKER APPLICATION

I. General Information:

1. Broker Legal Name _____
Complete Address _____
Mailing Address _____
Phone Number _____ Fax Number _____
Email address: _____
Date of Incorporation _____ Years in Business _____
Parent Company (if any) _____
Address _____
 2. Corporate Officers:
Name _____ Title _____
Responsibility _____
Name _____ Title _____
Responsibility _____
Sales Manager _____
Conforming, Jumbo and Government Contact _____
“B/C/D” Contact _____
Underwriting/Processing Contact _____
Closing Contact _____
 3. Indicate Geographic Market Area You Serve _____
-

II. Origination Information:

I. Please indicate the percentage of use and the last year dollar volume of the following mortgage programs:

	% of Use	\$ Volume (Preceding Year)
30-Year Fixed Rate – Conforming	_____	_____
15-Year Fixed Rate – Conforming	_____	_____
Jumbo Fixed Rate	_____	_____
FHA/VA	_____	_____
2 ND Mortgages	_____	_____
B/C/D Mortgages	_____	_____
Other	_____	_____

3. Estimated Annual Volume to First Interstate Financial Corp. _____

III. Warehouse Bank Account Information:

Please indicate wire transfer information if funding own loans.

Depository Name _____

Address _____

Phone Number _____

For Credit to _____

ABA# _____ Account # _____

Attention _____

IV. Investor References:

Please provide five (5) investor references with whom you have entered into a broker relationship. (If it is a start-up business, please provide business-related references.)

Company	Contact	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

V. Agency Approvals:

	Date Approved
FNMA	_____
FHLMC	_____
FHA	_____
VA	_____

Has your institution ever been denied, suspended, disqualified to do business with any of the above agencies? If yes, please provide a letter of explanation.

_____ Yes _____ No

VI. Return Documentation:

- A. Completed Broker Application.
- B. Two years' Annual Financial Statements for your business including any Subsequent Interim Quarterly Statements.
- C. Resumes of the Principal Officers and supervisory staff.
- D. Corporate Resolution, if applicable.
- E. Copy of the necessary State Licensing, where you intend to do business with us.
- F. Two executed copies of the Broker Loan Purchase Agreement.
- G. Your Quality Control Procedures.

First Interstate Financial Corporation hereby reserves the right to make reference inquiries on any of the above information, as it deems necessary. The broker certifies the above information is true and correct. This application does not legally bind the Broker to participate in this program with First Interstate Financial Corporation.

Company _____

Name _____ Title _____

Date _____

Signature _____

CORPORATE RESOLUTION

The Board of directors hereby authorize _____

_____ elected officers to enter into a Loan

Broker Agreement with First Interstate Financial Corporation, and that the terms and conditions of the Agreement will not violate the provisions of the companies' articles of incorporation.

I, the undersigned, certify that the officers listed below have been duly elected and that those officers listed below be authorized to enter into this Agreement as ha been granted by the Board of Directors.

President

Vice President

Date

Secretary



FORM FOR CONSENT TO RECEIVE INFORMATION BY FAX

The Telephone Consumer Protection Act (“TCPA”) (47 USC § 277) regulations adopted by the FCC require that, as of July 1, 2005, businesses must obtain permission from the recipient prior to sending advertising materials via fax. The following forms, when executed, constitute reciprocal consent to send and receive such information by fax. The permission remains in effect until canceled in writing by either party.

.....

Your Permission to First Interstate Financial Corp

_____ (name of Company) gives express permission to receive fax transmissions from First Interstate Financial Corp at the following fax number(s):

Date: _____

Company: _____

By: _____
(Signature)

Name: _____

Title: _____

.....

Please sign this form and mail it to:

Ed Pascocello
First Interstate Financial Corp
39 Avenue at the Commons
Shrewsbury, NJ 07702



BROKER AGREEMENT

This Agreement for brokered Mortgage Loans (the "Agreement") is entered into in New Jersey on this ____ day of _____, ____ by and between FIRST INTERSTATE FINANCIAL CORP. a New Jersey Corporation ("FIF") or "Lender" having its principal place of business at 39 Avenue At the Commons, Shrewsbury, NJ 07702 and the undersigned Mortgage Loan Broker ("Broker") having its principal place of business at _____.

WITNESSETH:

WHEREAS, Broker engages in the business of originating loans on one to four unit residential real property;
WHEREAS, from time to time FIF desires to act as a lender for such Mortgage Loans and underwrite same and close such Mortgage Loans; now therefore, for mutual consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 – TERMS AND CONDITIONS OF SALE

1.1 **Applications** FIF shall accept applications for Mortgage Loans secured by mortgages or deed or trust ("Mortgage Loans") from Broker subject to the terms and conditions set forth in this Agreement. All Mortgage Loan applications submitted by Broker to FIF pursuant to this Agreement shall meet all criteria of one of FIF's mortgage loan programs as published and amended from time to time. All mortgage Loan files shall meet all requirements for loan submissions set forth in FIF's policies and procedures as published from time to time. Broker shall strictly comply with the warranties and representations set forth in Article II with respect to each Mortgage Loan submitted to FIF. All Mortgage Loan applications must have to be originated and processed by Broker, third party originations may not be submitted under this Agreement. Nothing contained in this Agreement shall obligate FIF to approve or to fund any Mortgage Loan application by Broker. FIF retains absolute discretion to decline approval of any loan application for any reason whatsoever, except as prohibited by law, and to set terms and conditions of any approved loan. All Mortgage Loans require the review and written approval by FIF prior to funding.

1.2 **Price** The price which FIF shall pay for Mortgage Loans it funds and for release of servicing (although Broker only originates) shall be determined in accordance with a schedule provided to Broker on a daily basis.

1.3 **Eligibility** Broker agrees that FIF shall make all decisions with regard to Broker's continuing eligibility to participate in the wholesale lending programs of FIF. Broker agrees to be bound by all such decisions with no further right of redress, remedy or appeal.

1.4 **Participation** Broker acknowledges that its approval for participation in the FIF wholesale lending program shall continue only for so long as FIF, in its sole discretion shall dictate. FIF shall, for cause or without cause, terminate the wholesale lending program or programs or cease accepting applications for loans submitted for such programs by Broker sporadically or in total.

1.5 **Obligation** Broker and FIF acknowledge and understand that this Agreement does not constitute an obligation or commitment on the part of their party to submit, purchase, approve or fund any specific loan nor to sell or deliver any specific loan under the wholesale lending program.

ARTICLE II – REPRESENTATIONS AND WARRANTIES AS TO MORTGAGE LOANS

As an inducement to FIF to enter into this Agreement, Broker represents and warrants to FIF that on a continuous basis upon submission of each and every Mortgage Loan application or amendment thereto:

2.1 **Compliance with FIF Policies and Procedures** All applications for Mortgage Loans, information and documents submitted in connection with such applications, including without limitation, consumer credit disclosures, credit applications, appraisals and other disclosure statements have been prepared and/or completed in accordance with FIF's policies, procedures, and requirements.

2.2 **Loan Documents** As of the date each Mortgage Loan is funded by FIF, the Mortgage Loan will conform to all applicable state and federal laws and governmental rules and regulation pertaining to the making of residential real estate mortgage loans and all consumer disclosure laws and regulations, including without limitation, the Real Estate Settlement Procedures act, the Truth in-Lending Act, and the Equal Credit Opportunity Act, all as of from time to time amended and interpreted.

2.3 **Factual Disclosure** With regard to all Mortgage Loans submitted to FIF hereunder, all facts relating to any Mortgage Loan transaction which are known or should be known to Broker which may adversely affect the value of the property, the credit, character or capacity of the borrower, the validity of the mortgage document, or any other aspect of the transaction have been disclosed in writing to FIF.

2.4 **Occupancy** The borrower's Mortgage Loan application must establish and verify whether or not the real property is or will be occupied by the borrower.

2.5 **Appraisals** All properties proposed as security must be appraised by appraisers acceptable to FIF. FIF shall allow Broker to provide a list of approved appraisers for FIF's review and approval. All appraisals shall be completed on current, applicable forms. Such forms shall meet FNMA/FHLMC specifications or Broker shall use alternate forms meeting the requirements of FIF most recently published guidelines. All property must be appraised as complete or subject to final inspection upon completion and the final inspection shall be completed prior to loan closing.

2.6 **Title Insurance** A title insurance company satisfactory to FIF and approved by FNMA/FHLMC must have issued or committed to issue and extended coverage ALTA Loan Policy of title insurance in amounts acceptable to FNMA/FHLMC and FIF for the similar type of mortgage loan. Such title insurance policy must insure the security instrument encumbering the borrower's title to the property represents a good and valid lien, senior in priority to all other liens, encumbrances, easements, reservations and restrictions except those of unpaid taxes and assessments not delinquent and such other exceptions as commonly accepted by mortgage lenders in the area in which the mortgaged property is located.

2.7 **Hazard Insurance** The improvements now existing or hereafter erected on the property encumbered by Mortgage Loan are insured at minimum against fire with "extended coverage" (and flood insurance where required by law or regulation) in an amount at least equal to the outstanding principal balance or full insurable value of the replacement cost of the improvements, whichever is less. Said insurance is without co-insurance or average clause provision and contains a standard mortgagee clause and loss payable endorsement in favor of FIF and/or its successors or assigns containing FIF's address. All such policies must be of a form acceptable to FIF and issued by an insurance company rated B+111 or better by the Best Key Rating guide. FIF must be named as the loss payee under such policies and all premiums for the current year must be paid in full. In addition, such policy shall provide that it is noncancellable by the insurer except on ten (10) days' written notice to the holder of each deed of trust/mortgage on the property.

ARTICLE 111 – GENERAL REPRESENTATION AND WARRANTIES OF SELLER

As an inducement to FIF to enter into this Agreement, Broker represents and warrants to FIF that on a continuous basis upon the submission of each and every Mortgage Loan application or amendment thereto:

3.1 **Due Incorporation and Good Standing** Broker is duly organized, validly existing of and in good standing (in the case of a corporation) under the laws of the state governing its creation and existence during the time of its activities with respect to the origination of each Mortgage Loan.

3.2 **Authority and Capacity** Broker has all power, authority and capacity legally required to enter into this agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all action legally required. This Agreement constitutes a valid and legally binding Agreement of Broker enforceable in accordance with its terms.

3.3 **Effective Agreement** The execution, delivery and performance of this Agreement by Broker, its compliance with the terms hereof and consummation of the transaction contemplated hereby, will not violate, conflict with, result in a breach of, constitute a default hereunder, be prohibited by or require any additional approval under its articles of incorporation (in the case of a corporation), bylaws, or any instrument or agreement to which it is a party or by which it is bound, or any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation, applicable to it.

3.4 **Compliance with Contracts and Regulations** Broker has complied with all applicable federal, state and local laws and regulations, with respect to and which might materially adversely affect any of the Mortgage Loans being reviewed by FIF hereunder.

3.5 **Statement Made** No representation, warranty or written statement made by Broker in this Agreement or in any written statement or document furnished to FIF by Broker in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

3.6 **Litigation** Broker is not party to any litigation as a defendant, involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance.

3.7 **Investor or Regulatory Compliance** Broker is not party to any negative investor or regulatory finding through audits or examinations.

ARTICLE IV – REMEDIES

4.1 **Hold Harmless** Broker shall indemnify and hold FIF harmless against and in respect of all and will reimburse FIF for any fines, losses, damages, costs, judgments and expenses, including, without limitation, attorneys' fees and cost, incurred by FIF arising from or relating to the breach of Broker of this Agreement and its obligations hereunder, including, without limitation, those arising from any improper origination or processing of Mortgage Loans, and including, third party claims arising from Broker's act or failure to act in connection with any Mortgage Loan closed hereunder.

4.2 **Repurchase** (a) Within five (5) calendar days of Broker's receipt of written notice from FIF, Broker shall purchase from FIF any Mortgage Loan where Broker has breached any of the terms of this agreement or acted or failed to act in connection with said Mortgage Loan.

(b) The repurchase price to be paid by Broker for any Mortgage Loan under this Section 4.2, shall be the sum of the following: (i) unpaid principal balance as of the date of repurchase; (ii) accrued interest to the date of repurchase; (iii) all unreimbursed advances and extraordinary costs and expenses incurred by FIF with regard to such Mortgage Loan during the life of the Mortgage Loan; (iv) any service release premium paid to Broker; and (v) all costs and expenses incurred by FIF in connection with such repurchase, including penalties incurred by FIF from an investor.

4.3 **Non-Waiver of Remedies** Nothing contained in this Article IV constitutes, FIF's liquidated damages or limits FIF's rights to any remedy, legal or equitable, all such legal and equitable remedies, including those provided for herein, being in addition to and not in lieu of any other remedy.

4.4 **Right of Set-Off** Any amount owed by Broker to FIF may be offset by FIF against any funds due Broker.

ARTICLE V – FRAUD PREVENTION POLICY

5.1 **Responsibility** Loan Brokers should be advised that a licensed broker will be responsible for all actions performed in the course of business, of his or her employees or licensees related to the origination of a mortgage. In addition, pursuant to the Seller Agreement between FIF and Broker, you remain responsible to repurchase the loan for any fraud which occurs in the origination of the loan

5.2 **Submission of False or Misrepresented Information** The submission of a loan application containing false or misrepresented information is a federal crime and FIF cooperates with government agencies to pursue false information or fraudulent activity.

(a) Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership or real property, etc.

(b) Forgery or misrepresentation of partially or predominately accurate information.

(c) Inaccurate representations of current occupancy or intent to maintain required occupancy as agreed in the application and security instrument.

(d) Lack of due diligence or concern by Broker, loan officer, interviewer or processor, including failure to obtain or divulge all information required by the application and failure to request further information as dictated by Borrower's response to other questions.

(e) Acceptance of information or documentation which is known or suspected to be inaccurate or acceptance of information which should be known to be or suspected to be inaccurate.

This includes: (i) simultaneous or conservative processing of multiple owner-occupied loans from a single applicant where information differs on each application; (ii) Permitting an applicant or interested third party to assist with the processing of the loan; (iii) Failure of Broker to disclose any relevant or pertinent information.

ARTICLE VI – MISCELLANEOUS

6.1 **Relationship** Nothing contained in this Agreement shall be deemed to create nor shall this agreement to be construed so as to create a joint venture, partnership, agency or employment relationship between FIF and Broker. Broker shall conduct business under its own name and not in the name of FIF. Broker shall not represent that its office is an office, branch or agent of FIF or in any other way connected with FIF. Broker shall have no authority to sign any documents on behalf of FIF. Broker shall be responsible for its overhead and operation costs, payroll cost and all other costs.

6.2 **Audit** FIF or its agents reserve the right to audit and review Broker's books, records and procedures to determine that all applicable regulations are being complied with and Broker shall cooperate with buyer with regard to any such audit or review. Until this Agreement is terminated, Broker agrees to provide FIF its financial statement on an annual basis and within ninety (90) days after the end of Broker's fiscal year upon request annually by FIF with thirty (30) days written notice.

6.3 **Insurance** Broker at all times must maintain Errors and Omissions Insurance or bond coverage and will notify FIF immediately for any nonrenewal or termination. Broker must provide FIF with a Certificate of Insurance indication the Errors and Omissions Insurance.

6.4 **Termination: Default** (a) Either FIF or Broker may terminate this Agreement at any time with or without cause upon fourteen (14) days' written notice. Termination shall not affect any outstanding commitments to close Mortgage Loans or limit Broker's duties or obligations to FIF under this Agreement with respect to Mortgage Loans already closed by FIF. (B) This Agreement shall terminate, without notice, at any time that Broker is not authorized by law to receive fees as provided for in this Agreement (c) If Broker fails to perform any of the terms and conditions of this Agreement, or if Broker breaches any of its representations or warranties contained herein, FIF may terminate this Agreement immediately and upon termination, FIF'S obligation to close Mortgage Loans under any existing commitments shall terminate.

6.5 **Assignability** Broker may not assign or transfer its duties or rights under this Agreement without the proper written consent of FIF. A change in the ownership, merger, consolidation or sale by Broker of substantially all of its assets shall be considered to be an assignment for the purposes of the Agreement.

6.6 **Entire Agreement** This Agreement constitutes the entire Agreement between the parties and no understanding or Agreement relating hereto shall be valid unless in writing and signed by both parties.

6.7 **Headings** The headings of the various sections of this Agreement have been inserted for convenience of reference only, and shall not be deemed to be a part of this Agreement.

6.8 **Gender** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, and words in the plural shall be held and construed to include the singular, unless this Agreement or the context otherwise required.

6.9 **Choice of Law and Venue** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. Broker agrees that the venue of any suit or proceeding arising out of or related to this Agreement may be in the United States District court in New Jersey, and Broker irrevocably submits to the jurisdiction of this court in any such proceeding.

6.10 **Notices** All notices, request, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or mailing thereof, as the case may be, sent by registered or certified mail, return receipt requested, postage prepaid, or by Overnight Mail Delivery Service where recipient's signature is required and obtained.

(a) To: First Interstate Financial Corp.
39 Avenue at the Commons
Shrewsbury, NJ 07702
Attn: Office of the President

(B) To Broker _____

Either party may change its address for receiving notice by giving thirty (30) days advance written notice in the manner provided herein.

IN WITNESS WHEREOF, each of the undersigned parties to this agreement has caused this Agreement to be duly executed in its corporate name by one of its duly authorized officers, all as of the date first above written.

FIRST INTERSTATE FINANCIAL CORPORATION
"FIF" _____

"BROKER"

BY: Edward Pasocello
Its: Vice President

BY:
Its: