
MORTGAGE BROKER AGENT AGREEMENT

Mortgage Broker Agent Agreement dated as of _____ **2011**, between REAL MORTGAGE ASSOCIATES INC., a Corporation Incorporated under the laws of Ontario ("Real Mortgage Associates"), and _____ ("Agent").

BACKGROUND TO AGREEMENT

Real Mortgage Associates is duly registered as a mortgage broker pursuant to the Mortgage Brokers Act of Ontario (the "Act"). Agent wishes to engage in the mortgage brokerage business as a agent under the name and style for Real Mortgage Associates.

For good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the parties), the parties to this Agreement agree as follows:

1. AGENT

Agent must be registered under the Act as a person authorized to arrange or deal in mortgages on behalf of Real Mortgage Associates in order to provide the services described in this Agreement. Agent must abide by all legal, regulatory and ethical requirements of the applicable laws governing the conduct of mortgage broker agents in Ontario including and without limiting all requirements under the Act and its regulations and the code of ethics of the Canadian Institute of Mortgage Brokers and Lenders.

Where the Agent is a corporation, all controlling shareholders of Agent and all employees of Agent acting as mortgage brokers must be disclosed to Real Mortgage Associates. Failure of Agent to disclose to Real Mortgage Associates all changes in controlling ownership or employees acting as mortgage brokers will result in the automatic and immediate termination of this Agreement.

2. RELATIONSHIP OF AGENT TO REAL MORTGAGE ASSOCIATES; TAXES AND RELATED AMOUNTS

- (a) Agent's relationship to Real Mortgage Associates is that of an independent contractor. Agent is not an employee of or a partner or joint venturer with Real Mortgage Associates. Nothing in this Agreement may be construed to make Agent an employee or agent of Real Mortgage Associates, or to make Agent and Real Mortgage Associates partners or joint venturers.
- (b) Agent must withhold and promptly remit all deductions, payments and contributions required by law for income tax and other taxes, sources deductions, employment insurance and the Canada/Quebec Pension Plan with respect to this Agreement or to the provision to Real Mortgage Associates of Agent's services under this Agreement for which the Agent is in law liable to pay.

3. MORTGAGE BROKERAGE FEES

During the term of this Agreement, all fees, bonuses, revenues, commissions, trailers, insurance fees or income of any kind earned or received by Agent (the "Revenues") must be received

in the name of Real Mortgage Associates and must be immediately turned over to Real Mortgage Associates. All mortgage brokerage transactions and other transactions contemplated herein in which Agent has an interest, directly or indirectly, must be reported to and processed through Real Mortgage Associates on a timely basis. In addition, during the term of this Agreement, Agent may not have any direct or indirect interest in any other mortgage brokerage business. Agent may engage, or have a direct or indirect interest, in other non-mortgage related businesses as permitted under the Act.

Agent must not under any circumstances endorse or negotiate on behalf of Real Mortgage Associates any cheque or other instrument representing monies payable to Real Mortgage Associates.

4. REMUNERATION

- (a) Real Mortgage Associates will pay fees to Agent on the basis described in Schedule A, Schedule B & Schedule C (if applicable) to this Agreement.
- (b) If Real Mortgage Associates terminates Agent's services pursuant to Section 10 of this Agreement, Real Mortgage Associates will permit Agent to complete any pending mortgage brokerage transactions and will pay fees to Agent for such mortgage brokerage transactions on the basis described in Schedule C to this Agreement.

5. DELEGATION TO ASSOCIATES

Agent may engage such number of mortgage broker associates ("Associates") as Agent deems necessary. **In order to engage a mortgage broker associate the Agent is required to have a Mortgage Brokers License effective November 2011.** In connection with the engagement of Associate, Agent will provide Real Mortgage Associates with information concerning the Associate, will respond to all requests for information concerning the Associate made by Real Mortgage Associates and generally will assist Real Mortgage Associates in conducting any investigation of the Associate.

Upon notice from Agent, the appropriate documentation being delivered, and Real Mortgage Associates being satisfied with its review of the information provided with respect to the Associate, Real Mortgage Associates will take commercially reasonable steps to cause such Associate to be registered under the Act as a person authorized to act on behalf of Real Mortgage Associates. Until completion of such registration, Agent acknowledges and agrees that the Associate shall not engage in the mortgage broker business.

At any time, upon written notice to Agent, Real Mortgage Associates may direct Agent to terminate an Associate's engagement with respect to Real Mortgage Associates. Upon receipt of this notice Agent will cause such Associate to immediately cease involvement in any matter pertaining to Real Mortgage Associates. Real Mortgage Associates may at any time, upon notice to Agent, terminate an Associate's registration under the Act.

Agent's engagement of Associates is not an assignment of Agent's obligations to Real Mortgage Associates under this Agreement. Agent will remain fully liable to Real Mortgage Associates for any breach of this Agreement or any law by Agent, by any Associate or any other person acting on its behalf. Agent must promptly notify Real Mortgage Associates of any changes in the status of any Associates, any information provided in respect of any Associate and any additional information relevant to the registration of the Associate under the Act. Agent is responsible for all expenses incurred by the Associate including, but not limited to, premiums for error and omissions insurance. A breach by Associate of any covenant or

representation of Agent under this Agreement shall be deemed to be a breach of this Agreement by Agent.

Agent agrees to obtain a covenant from each Associate to follow and not contravene the provisions of this agreement as an Associate of the Agent and not a party to this agreement.

6. AUDIT RIGHTS

Real Mortgage Associates may, from time to time, send a representative to Agent's place of business to copy, examine, inspect or audit Agent's operations, financial records and other materials, documents or property relating to the mortgage broker business for the purposes of determining Agent's compliance with this agreement. Agent shall fully cooperate with Real Mortgage Associates and its representatives with respect to such inspections. Real Mortgage Associates shall bear the cost of such inspections, provided that if any inspection discloses a failure of Agent to comply with any provision of this agreement, or discloses an underpayment of any amount owing or payable to Real Mortgage Associates or Agent fails to cooperate with the inspection in any way, Real Mortgage Associates shall give agent 5 banking days to rectify such deficiencies. If such deficiencies are not rectified, Real Mortgage Associates may immediately terminate this agreement and Agent shall immediately pay the full costs of such inspection or audit together with all amounts then due to Real Mortgage Associates. Real Mortgage Associates may withhold payments or set off payments to Agent to satisfy Agent's liability under this paragraph.

7. EXPENSES PAYABLE BY AGENT

Agent must pay all of his or her expenses relating to mortgage brokerage transactions. Without restricting the generality of this requirement, Agent must pay all of the following expenses whenever incurred by Agent: travel, entertainment, food and lodging; fuel, repair and maintenance of automobiles; costs of attending conventions and educational or development conferences; advertising in excess of that regularly provided by Real Mortgage Associates in its sole discretion; business cards; stationery; Canadian Institute of Mortgage Brokers and Lenders membership fees; Ministry registration fees; premiums for errors and omissions insurance ("E&O Insurance") and any deductible payable as a result of claims levied against Agent or Real Mortgage Associates with respect to Agent's services under this Agreement and the legal defense of such claims; credit bureau costs; supplies obtained from Real Mortgage Associates; referral fees; answering service costs; and courier costs.

Agent must promptly reimburse Real Mortgage Associates for the payment of any of the foregoing expenses that are not paid directly by Agent.

Agent has no authority to bind Real Mortgage Associates in any manner for anything unless expressly authorized to do so in writing. Under no circumstances is Real Mortgage Associates responsible for the expenses incurred by Agent in the performance of his or her duties.

8. DISPUTED TRANSACTION

Real Mortgage Associates will provide prompt notice in writing to Agent of any claims, demands, disputes or potential legal actions for which Agent may be, or become, liable under the terms of this Agreement. In this regard, Real Mortgage Associates will provide reasonable particulars of such claims, demands, disputes or potential legal actions, and Agent will have the right to participate in any negotiations with respect to them and to dispute

and contest any such claim, demand, dispute or potential legal action. Real Mortgage Associates' failure to provide such notice does not relieve Agent of his or her obligations under this Agreement, except to the extent that the delay in the provision of such notice materially prejudices Agent.

Agent will provide prompt notice in writing to Real Mortgage Associates of any claims, demands, disputes or potential legal actions received by Agent for which Real Mortgage Associates may be, or become, liable under the terms of this Agreement. In this regard, Agent shall provide Real Mortgage Associates with full particulars of such claims, demands, disputes or potential legal actions, and Real Mortgage Associates will have the right to participate in any negotiations with respect to them and to dispute and contest any such claim, demand, dispute or potential legal action.

In the event that a mortgage brokerage transaction should involve Real Mortgage Associates in a possible claim, demand, dispute or legal action, or if Real Mortgage Associates determines, in its sole discretion, that the fee payable with respect to a mortgage brokerage transaction is in jeopardy, Real Mortgage Associates may withhold payment of any amounts payable to Agent under this Agreement until the claim, demand, dispute or legal action is finally resolved or until such fee is paid or set of any amounts payable to Agent under this agreement against any money expended by Real Mortgage Associates in respect of the disputed transaction.

In the event that any such disputed transaction arises from the Agent's participation in a disputed transaction, Agent agrees to pay all costs and expenses, including and not limited to legal costs, for Agent and Real Mortgage Associates to receive, respond to, resolve, settle, satisfy payment of or in any way participate in a disputed transaction.

9. FILE DEFICIENCIES

For each mortgage brokerage transaction, Agent must provide Real Mortgage Associates a complete file containing all required documentation required by law, and as determined by Real Mortgage Associates from time to time.

Real Mortgage Associates may withhold payment on any mortgage brokerage transaction that it determines in its sole discretion does not comply with the terms of the Act (or any other applicable legislation in the jurisdiction) or for which Agent has failed to provide any other documents required by Real Mortgage Associates, until Agent rectifies such deficiency to the satisfaction of Real Mortgage Associates. Real Mortgage Associates has no obligation to pay any amounts owed to Agent on mortgage brokerage transactions that remain deficient for a period of 12 months. Real Mortgage Associates will give notice of any such mortgage brokerage transactions and, if Agent has not rectified such deficiency within 30 days after notice is given, Real Mortgage Associates will have no further obligation to make any payment to Agent in respect of such transactions.

10. TERMINATION

This Agreement will commence on _____, **2011** and will continue until terminated as provided in this Section 10. Agent may terminate this Agreement by giving 30 days prior written notice to Real Mortgage Associates. However, all expenses payable by Agent pursuant to this Agreement remain payable in respect of the period between the date of delivery of such notice and the date of termination of this Agreement.

Real Mortgage Associates may terminate this Agreement immediately upon notice to Agent if: Agent breaches this Agreement or applicable law; Agent fails to pay when due any amounts to Real Mortgage Associates; Agent fails to adhere to the policies, procedures or code of ethics established by Real Mortgage Associates from time to time; the institution of any disciplinary action against Agent which may result in a loss or suspension of the Agent's mortgage broker license or registration; the institution of any disciplinary action against Agent which may result in a loss or suspension of Agent's membership in the Canadian Institute of Mortgage Brokers and Lenders or their AMP designation; if any representation or warranty of Agent in this agreement is or becomes untrue; the filing or commencement of any involuntary petition in bankruptcy or similar proceeding in respect of Agent or the experience of by Agent of any act of insolvency; the filing or commencement of any voluntary or involuntary petition in bankruptcy or similar proceeding in respect of the principal of the Agent corporation, the experience by any principal or any act of insolvency, or the making, whether actual or purported, by any principal or any assignment for the benefit of creditors; the filing or commencement of an application to dissolve or wind-up the Agent corporation; the filing or commencement of any criminal or quasi-criminal proceeding or investigation that Real Mortgage Associates believes, as it may determine in its sole discretion, is not in the best interests of Real Mortgage Associates to continue the agreement; the death of Agent if an individual; otherwise, Real Mortgage Associates may terminate this Agreement by giving 30 days prior written notice to Agent.

11. TRADEMARKS AND LOGOS

Agent shall identify itself with Real Mortgage Associates or RMA with a distinctive descriptive element in its dealings with the public in a manner approved by Real Mortgage Associates. All business name registrations, advertisements and other promotional material used by Agent must be approved in advance by Real Mortgage Associates. Agent be responsible for the cost to register any business name registration or corporate filing. Upon termination of this agreement or upon termination of Agent's use of the Real Mortgage Associates' name, RMA with distinctive descriptive element, trademark or logo, Agent shall forthwith cancel and discontinue use of the said names, trademarks or logos at the expense of Agent.

Agent's use of Real Mortgage Associates' name or RMA with a distinctive descriptive element, trademark and logo is subject to Real Mortgage Associates' prior approval and control at all times, and may be terminated at any time without notice. Agent must return or destroy, as required by Real Mortgage Associates, any promotional material carrying the Real Mortgage Associates name, logo or trademark upon request by Real Mortgage Associates, and in any event upon termination of this Agreement. Nothing in this Agreement, or in its performance, gives Agent any ownership interest or right to any goodwill associated with the Real Mortgage Associates name(s), logo or trademark. or right to any goodwill associated with the Real Mortgage Associates name, logo or trademark.

12. NO USE OF CONFIDENTIAL INFORMATION

Agent must keep all Confidential Information strictly confidential at all times. Agent must not use or directly or indirectly publish or otherwise disclose at any time any Confidential Information (whether or not conceived, originated, discovered or developed in whole or in part by Agent) during the term of this agreement or any termination thereof. Real Mortgage Associates is and must remain the sole owner of all Confidential Information.

The term "Confidential Information" as used in this Agreement means material relating to Real Mortgage Associates, its clients or business that is not generally available to or used by others or the utility or value of which is not generally known to others. Confidential Information includes, without limitation:

- (a) financial, business and personal data relating to customers, clients, affiliates, subsidiaries, other agents and employees of Real Mortgage Associates;
- (b) business and marketing plans, strategies and methods that are not standard industry practice, or that are not generally known in the industry; and
- (c) studies, customer lists, charts, plans, tables and compilations of business information acquired or prepared by or on behalf of Real Mortgage Associates.

The term "Confidential Information" as used in this Agreement does not include the client list of the Agent. Real Mortgage Associates acknowledges that the Agent owns their client list and will not restrict the Agent from accessing their client list by withholding access to the Filogix software containing the client list in the event of termination of this agreement.

13. PROTECTION OF PERSONAL INFORMATION

Agent must comply with all applicable legislation governing the protection of personal information with respect to mortgage brokerage transactions and its other business activities including without limitation Privacy Legislation and must ensure that neither his or her actions or inactions cause Real Mortgage Associates to violate or breach any such legislation. Without limiting the generality of this requirement, Agent must obtain the consent of the customer in any mortgage brokerage transaction to (a) the collection of such information about the customer as is permitted by law, including, without limitation, the customer's social insurance number and his or her credit and financial information, by either or both of Agent and Real Mortgage Associates for the purpose of evaluating the customer's application and completing the mortgage brokerage transaction, (b) the collection and sharing of such information by and among Agent, Real Mortgage Associates and any credit reporting agencies, credit grantors, credit bureau, suppliers of services, mortgage insurers and any other person, corporation, firm or enterprise with whom the customer has or proposes to have a financial relationship, for the purpose of evaluating the customer's application and completing the mortgage brokerage transaction and (c) the use of the customer's personal information for the purpose of evaluating the customer's application and completing the mortgage brokerage transaction, including without limitation, the use of the customer's social insurance number for the purpose of collecting and sharing such information as described in item (b).

The term "Privacy Legislation" as used in this Agreement means all laws, regulations, by-laws and ordinances that regulate the collection, use or disclosure of personal information about an identifiable individual or information about entities other than identifiable individuals in each jurisdiction in which Real Mortgage Associates carries on its business, and includes any guidelines or directives of any governmental agency or regulatory authority to which Real Mortgage Associates adheres in order to qualify to carry on its business in, or in connection with, any jurisdiction.

14. INSURANCE

Agent must inform a customer or prospective customer of the availability of group creditor life insurance and disability insurance policies ("Policy") and any information or applications in respect of the Policy and retain a copy of the completed Policy application signed by the Customer or an insurance waiver/declined application signed by the Customer in respect of the Policy in the Agent's customer file.

15. INDEMNITY

Agent must faithfully discharge Agent's duties under this Agreement and must at all times after the date of this Agreement indemnify and hold Real Mortgage Associates harmless from and

against all losses, costs, damages, expenses, penalties and fines that Real Mortgage Associates may pay, sustain or be put to by reason of any act, omission, mismanagement, embezzlement, neglect, misrepresentation or default of or by Agent, including, without limitation, all claims, demands, interests, penalties and expenses made in relation to (a) income tax, employment insurance and Canada/Quebec Pension Plan contributions with respect to the provision to Real Mortgage Associates of Agent's services under this Agreement and (b) compliance or non-compliance with applicable law (c) the costs and expenses referred to in paragraph 7 of the agreement.

16. INSURANCE WITHHOLDING

Upon receipt of any claim of any wrongful or negligent act or failure to act by Agent, Real Mortgage Associates may immediately withhold, from the funds in its possession that would otherwise be payable to Agent, an amount equal to any deductible that might be payable under the E&O Insurance policy covering Agent. Further, upon notice to Agent, Real Mortgage Associates may withhold, from the funds in its possession that would otherwise be payable to Agent, additional amounts sufficient fully to pay Real Mortgage Associates' reasonable estimate of the maximum amount it could be found to be liable to pay by reason of any anticipated loss, cost, damage, expense, penalty or fine to or of Real Mortgage Associates attributable to Agent's wrongful or negligent act or failure to act. Finally, upon any failure by Agent to pay Agent's premiums for E&O Insurance, as required by Section 6 of this Agreement, Real Mortgage Associates may withhold, from the funds in its possession that would otherwise be payable to Agent, additional amounts sufficient fully to pay such premiums.

17. GOVERNING LAW

This Agreement is governed by and must be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

18. ARBITRATION

Agent and Real Mortgage Associates agree that if any dispute regarding fees should arise between the Real Mortgage Associates and Agent or between Agent and any other person retained by Real Mortgage Associates, such dispute will be referred to arbitration for determination and such arbitration will be governed by the Arbitration Act of Ontario. The selection of the arbitrator shall be agreed between Real Mortgage Associates and Agent and failing agreement within 20 days of notice of arbitration by one party to the other, the parties shall

each select an arbitrator and the selected arbitrators shall select an arbitrator to arbitrate the dispute. All decisions of the arbitrator shall be final and binding between the parties. In the event of arbitration, Agent and Real Mortgage Associates agree to pay their own respective arbitration costs and expenses, including and not limited to legal costs.

19. INDEBTEDNESS

If Agent becomes liable to pay to Real Mortgage Associates any monies, whether under this Agreement or otherwise, then Real Mortgage Associates may deduct such monies from any amounts payable to Agent under this Agreement. If Agent is indebted to Real Mortgage Associates when this Agreement is terminated, then until such debt has been repaid, the amount outstanding from time to time will bear interest at the rate of 2 1/2% per month calculated and payable monthly with interest on overdue interest at the same rate (which is equivalent to interest at the rate of 34.48% per year, calculated and payable annually).

20. ASSIGNMENT RIGHTS

Agent acknowledges and agrees that this agreement is personal to Agent. Subject to the Associate permitted by paragraph 5, Agent may not assign any of his or her rights or obligations under this Agreement without the written consent of Real Mortgage Associates which consent may be unilaterally and arbitrarily withheld. Real Mortgage Associates may assign its rights and obligations under this Agreement to any successor to Real Mortgage Associates' business or any part of that business, at which time Real Mortgage Associates will be relieved of all obligations under this Agreement arising subsequent to the date of such assignment and upon Real Mortgage Associates giving notice of such assignment to Agent.

21. SURVIVAL

Paragraphs 6, 7, 8, 11, 12, 13 and 23 shall survive the termination of this Agreement and remain in effect indefinitely.

22. SUCCESSORS

The parties agree that this agreement shall be binding upon the heirs, executors, administrators, estate trustees, successors, assigns and permitted assigns of the parties hereto.

23. NON-SOLICITATION AND NON-INTERFERENCE

During the term of this agreement, Agent shall not and shall not cause an Associate to have any interest, directly or indirectly in any mortgage broker business or related financial services that is the same or similar to that of Real Mortgage Associates or Agent.

During the term of this agreement and for two (2) years following the date of termination of this agreement for any reason whatsoever, Agent agrees not to, other than through Real Mortgage Associates, either in individually or in partnership or in conjunction in any way with any person, persons or an Associate, whether as principal, agent, agent, shareholder, guarantor, creditor or in any other manner whatsoever in the provinces and territories in Canada, directly or indirectly: offer employment to or solicit for employment any person employed or engaged by Real Mortgage Associates or other Real Mortgage Associates; other than the Agent's sub associates; engage in any activity to solicit, encourage or induce any customer or trade partner doing business with any Real Mortgage Associate agent to do business with Agent instead; or, on behalf of Agent or any other person, or as an employee, proprietor, owner, agent, agent, director or shareholder of any other person, or in any other capacity, solicit, divert, take away or interfere with any business, customers, clients, contractors, trade or patronage of Real Mortgage Associates or any of its agents.

The foregoing covenants in this section 23 shall survive any termination of this agreement. The foregoing covenants are given by Agent to acknowledge that you either have or will have specific knowledge of the affairs and Confidential Information of Real Mortgage Associates and its business. You further acknowledge and agree that all covenants, provisions and restrictions in this section and this agreement are reasonable and valid in the circumstances of this agreement and to induce Real Mortgage Associates to sign this agreement and do business with Agent and all defenses to the strict enforcement thereof by Real Mortgage Associates are hereby waived by Agent and this section may be used by Real Mortgage Associates as a complete bar and defense to any claim by Agent to waive or strike the strict performance of this section or any other section in this agreement. Agent further acknowledges and agrees that in the event of a breach of the covenants, provisions and restrictions in this section and this agreement, the remedy of Real Mortgage Associates in the form of monetary damages may not be adequate and that Real Mortgage Associates shall be authorized and entitled, in addition to all other rights and remedies available to Real Mortgage Associates, to apply for and obtain from any court or competent

jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach.

24. Non-conflict

The undersigned represents, warrants and covenants that the entering into this Agreement by the undersigned and the performance by the undersigned of its obligations hereunder will not conflict with, or result in the breach of, any agreement or other document to which the undersigned is a party or by which the undersigned is bound, or any duty or any other obligation of the undersigned to any other person.

25. Non-monetary Benefits

Real Mortgage Associates Inc., acknowledges that the Agent may receive points or other non-monetary benefits directly from lenders. Real Mortgage Associates Inc. waives it's actual or perceived rights to such benefits."

26. Errors and Omissions Insurance

Agent acknowledges and agrees that they must have Errors and Omissions insurance while they are in this agreement.

27. Canadian Association of Accredited Mortgage Professionals (CAAMP)

Agent acknowledges and agrees that they are to be a current member of the Canadian Association of Accredited Mortgage Professionals (CAAMP) while they are in this agreement.

28. Policies and Procedures

RMA will notify Agents by email regarding updates to Policies and Procedures that will be posted on RMAnet.ca. The Agent agrees to read these updates within 7 days and abide by these changes.

IN WITNESS WHEREOF the parties hereto have signed and sealed this Agreement as of the date first above written.

REAL MORTGAGE ASSOCIATES INC.

Name: Ron De Silva
Title: CEO

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)
)
)
)
)
)

Name:
Title: Senior Mortgage Agent

SCHEDULE A
FEE SCHEDULE

1. **100%** commission split with respect to commissions paid by lenders and all other referral fees. Volume bonus to be paid to Agent at the following commission rate: **100%**
 2. All expenses as identified in Article 7 are to be paid by the Agent and will be deducted from any commissions, bonuses or fees that are payable to the Agent.
 3. All commissions, bonuses or fees will be paid at the commission split set forth above, but are only payable at such time and to the extent actually paid to Real Mortgage Associates Inc.
 4. A desk fee of **\$750** per month (pro-rated based on the start date) to a maximum of **\$9000** per calendar year, is payable to Real Mortgage Associates Inc., by the agent for the processing and paying of up to and including **200 mortgage transactions**. An additional **\$750** per month will be payable by the agent from the processing of the 201 mortgage transaction up to and including the processing and paying of the **400th** mortgage transaction and so on. On January 1st of every subsequent year, the agent will pay at the level they achieved the previous year.
- ___ I agree to allow Real Mortgage Associates Inc., to debit my account for \$750 plus any accrued expenses on a monthly basis as per item 4 above.

SCHEDULE B

TRAILER FEE PAYMENT SCHEDULE

Some lenders may from time to time establish a recurring compensation structure for funded mortgages referred to as residual/trailer fees and renewal fees. This schedule addresses the above circumstance. The program details are as follows:

- In the event of termination of this agreement, the Agent will continue to receive all residual/trailer and renewal fees deemed to have been earned by the Agent during the term of this agreement.
- In the event of termination of this agreement, all accumulated payables to the Agent will be subject to a 10% processing fee per transaction. The processing fee may be subject to change at the discretion of Real Mortgage Associates. However, this fee will always be maintained at a reasonable amount.
- All fees set forth above are only payable at such time and to the extent actually paid to Real Mortgage Associates Inc.

SCHEDULE C

Per Deal Fee schedule

1. No desk fee to RMA. Agent pays a Per Deal fee:

- a. Mortgage amount: \$1 - \$149,999 = **\$99**,
- b. Mortgage amount: \$150,000 - \$249,999 = **\$125**,
- c. Mortgage amount: \$250,000+ = **\$175**
- d. Agent gets 100% of the Finders fee and 100% of the Volume Bonus.

2. The senior agent may, at his/her option, elect to move from the Per Deal Fee model to the standard Monthly Fee Model. A maximum of one change in compensation type per year is allowed.

- ___ I agree to allow Real Mortgage Associates Inc. to deduct from the commission payable on each funded deal the amount as stipulated in schedule "C", attached to this agreement.