EXECUTED

New York State Department

OF FINANCIAL SERVICES

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In the Matter of

Brian Gerard Schiele
NMLS NO. 51106 **SETTLEMENT AGREEMENT**

A Licensed Mortgage Loan Originator Pursuant to
Article 12-E of the New York Banking Law

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This Settlement Agreement ("Agreement") is made and entered into by and between Brian Gerard Schiele (“Mr. Schiele”) and the New York State Department of Financial Services (the “Department” and collectively with Mr. Schiele, the “Settling Parties”) and evidences the agreement between the Settling Parties to resolve, without a hearing, the violations of Articles 12-E of the New York State Banking Law and Part 420 of the Superintendent’s Regulations, upon and subject to the terms and conditions hereof.

I.

RECITALS

1. Section 44 of the Banking Law provides, in part, that the Superintendent may, in a proceeding after notice and a hearing, require various persons to pay to the people of this State a penalty for a violation of the Banking Law and any regulation promulgated thereunder.

2. Section 420.21(g) of the Superintendent’s Regulations provides that a fine may be imposed against a mortgage loan originator (“MLO”) for any

violation of the Banking Law, any regulation promulgated thereunder, any final or temporary order issued pursuant to Section 39 of the Banking Law, any condition imposed by the Superintendent in connection with the granting of any application or request or any written agreement entered into with the Superintendent.

3. On May 20, 2010, the Department granted Mr. Schiele a license, pursuant to Article 12-E of the Banking Law and Part 420 of the Superintendent's Regulations, to engage in regulated mortgage loan origination activities as an MLO.

4. The Department determined that during a period including November 9, 2015, Mr. Schiele, while affiliated with By Intercontinental Capital Group, Inc. ("ICG"), solicited regulated mortgage activities using the domain name fellowshiphomeloans.com. A sample of the advertisement is annexed as Exhibit A respectively.

5. According to the Department's records, the Department did not authorize any entity to conduct regulated New York Mortgage business utilizing the domain name fellowshiphomeloans.com.

6. The Department's review, discovered that the website www.fellowshiphomeloans.com displayed ICG's unique NMLS identifier, Mr. Schiele's mailing address, email address, and contact numbers with the contact information of ICG.

7. Therefore, the Department concluded that the domain name and website, fellowshiphomeloans.com suggested Mr. Schiele was a licensed mortgage banker or mortgage broker.

8. Accordingly, Mr. Schiele violated Part 420.20(a)(3) of the Superint-

endent's Regulations which prohibits an MLO from misrepresenting his or her license status, or persuading or inducing a borrower to apply for a mortgage loan under the belief that such MLO is duly licensed as a mortgage banker or registered as a mortgage broker.

9. Additionally, Mr. Schiele violated Part 420.20(a)(4) of the Superintendent's Regulations which states in part that an MLO shall not publish, advertise or display his MLO authorization in any manner which implies that the MLO is licensed or registered with the State of New York Department of Financial Services to engage in mortgage loan originating activities as a mortgage banker or mortgage broker.

II

SETTLEMENT TERMS AND CONDITIONS

Brian Gerard Schiele is willing to resolve the violation by entering into this Agreement and freely and voluntarily waives his right to a hearing under Banking Law Sections 44 and the Superintendent's Regulation Part 420.21 on such violations. In consideration of the promises and covenants set forth herein, the Settling Parties agree as follows:

1. Mr. Schiele agrees to take all necessary steps to ensure his compliance with all applicable federal and state laws, regulations, and supervisory requirements relating to his mortgage business, including, but not limited to:

   a. complying with the requirements of the Articles 12-D and 12-E of the Banking Law, and Part 419 and Part 420 of the Superintendent's

Regulations; and

b. ensuring that he will not conduct business as a mortgage broker or a mortgage banker without first being registered or licensed by the Superintendent;

c. ensuring that his activities and advertisements, do not mislead consumers into believing that he is a mortgage broker or a mortgage banker pursuant to Article 12-D of the Banking Law.

d. ensuring that he will not engage in prohibited conduct outlined in Section 420.20 of the Superintendent's Regulations and Part 38 of the Superintendent's Regulations.

2. Mr. Schiele agrees to pay a fine of $25,000.

3. Mr. Schiele further agrees that such payment will be made in immediately available funds in accordance with Department payment instructions.

4. Mr. Schiele's mortgage origination activities will be subject to examinations semi-annually for a twenty-four month period following the execution of this Agreement.

III.

MISCELLANEOUS TERMS AND CONDITIONS

1. Mr. Schiele acknowledges that his failure to comply with any of the settlement terms, conditions, and timeframes of this Agreement may result in the Department taking action to suspend and/or revoke his MLO license.

2. Mr. Schiele acknowledges that entering into this Agreement shall not bar,

estop, or otherwise prevent the Superintendent, or any state, federal or local agency or department or any prosecutorial authority from taking any other action affecting Mr. Schiele with respect to the violations cited herein, or any other matter whether related or not to such violations.

3. This Agreement may not be altered, modified or changed unless in writing signed by the Superintendent or his designee.

4. This Agreement shall be enforceable and remain in effect unless stayed or terminated in writing by the Superintendent or his designee.

5. The effective date of this Agreement is the date on which it is executed by the Deputy Superintendent.

6. All written communications to the Department regarding this Agreement should be sent as follows:

Attention:

Rholda L. Ricketts
Deputy Superintendent
New York State Department of Financial Services
One State Street
New York, New York 10004

7. All written communications to Mr. Schiele regarding this Agreement should be sent as follows:

Attention:

Brian Gerard Schiele
Mortgage Loan Originator
37 Dogwood Lane
Rockville Centre, New York 11570

8. This Agreement is not confidential; therefore, it is available to the public.

WHEREFORE, the Settling Parties hereto have caused this Agreement to be executed.

By: _____/ *s* /_____

Brian Gerard Schiele
Mortgage Loan Originator

Dated: _____

New York State Department of Financial Services

By: _____/ *s* /_____

Rholda L. Ricketts
Deputy Superintendent

Dated: _____