



It is our pleasure to provide you with the necessary information and documents to begin the Mortgage Broker approval process with Lexington Capital Corporation. We think you will find that Lexington not only offers competitive loan programs and pricing, but we also provide fast and efficient service to you, the broker. Lexington's management team has decades of experience in the mortgage industry and our company is staffed by highly qualified and caring professionals.

We are committed to doing the right thing, and because of this commitment, Lexington takes pride in confirming the information, references, reputation, and practices of the people and companies who choose to do business with us. We have provided a checklist below containing the items required when submitting your application. Upon receipt and review of your completed application, we will promptly notify you of our decision regarding your application.

The items in the section below are included in the application package

- Complete and Executed Lexington Wholesale Broker Application (all information is required)
**** *All authorizations to release information must be completed and executed* ****
- Complete and Properly Endorsed IRS Form W-9 certifying the taxpayer identification number
- Properly Endorsed Lexington Fair Lending Statement
- Properly Endorsed and Unaltered Lexington - Mortgage Broker Agreement
- Properly Executed Corporate Resolution (as applicable)

The following documents are required to complete the application package

- Copy of all applicable Lending Licenses, including HUD Exemption, if applicable
- Complete copy of your Articles of Incorporation/Organization or Partnership Agreement (as applicable)
- Current Financial Statements, including Balance Sheet **certified** as accurate and complete by an authorized officer
- Copy of Resume(s) for Company Principal(s)
- Copy of your Borrower/Broker Agreement that you provide to borrowers (where applicable)
- Items, depending upon your locale and/or business structure, needed for approval (examples of these are D/B/A Registrations, State and/or Municipal Business Licenses and/or Permits).
- Errors & Omission Insurance or Surety Bond (where applicable)

Please send the completed **ORIGINAL** package to the Broker/Vendor Management Department at the address below. To expedite the approval process, you may fax the entire package in advance to (714) 200.0198.

Lexington Capital Corporation
ATTN: Broker/Vendor Management Department
3 Imperial Promenade Suite 100
South Coast Metro, CA. 92707

Any questions regarding the above should be directed to our Broker/Vendor Management Department at (714)-955-5500 x 501 Broker Desk

Thank you for your interest in becoming one of Lexington's premier wholesale brokers. We look forward to a long and successful business relationship together!





MORTGAGE BROKER APPLICATION

Company/Broker Information

Business Name: _____
 Doing Business As: _____
 Street Address: _____
 City, State Zip: _____
 County: _____
 Phone #: _____ Fax #: _____
 E-mail Address: _____
 Broker(s) Name(s)*: _____
 Broker(s) Social Security Number(s): _____
 Date Business Founded: _____

Please Check One:

- Sole Proprietor
- Partnership
- Corporation # _____
- LLC # _____
- LLP # _____
- LP # _____
- LTD # _____

Lexington Account Executive _____
Lexington Account Executive Phone No. _____

License/Approval

Name as noted on Brokerage License: _____
 Broker License #: _____ Date Issued: _____ Expiration Date: _____
 Address of Broker: _____
 Phone #: _____ E-mail: _____

Principals

Name: _____	Phone #: _____
Title: _____ Percent Owned: _____%	Date of Birth: _____
Social Security No.: _____	Fax #: _____
Resident Address: _____	E-mail: _____
Name: _____	Phone #: _____
Title: _____ Percent Owned: _____%	Date of Birth: _____
Social Security No.: _____	Fax #: _____
Resident Address: _____	E-mail: _____
Name: _____	Phone #: _____
Title: _____ Percent Owned: _____%	Date of Birth: _____
Social Security No.: _____	Fax #: _____
Resident Address: _____	E-mail: _____

Lender References

(If additional Lender References, please use additional page)

Lender Name: _____	Phone #: _____
Contact Person: _____	Title: _____
Lender Name: _____	Phone #: _____
Contact Person: _____	Title: _____
Lender Name: _____	Phone #: _____
Contact Person: _____	Title: _____

Branch Offices

List branches that you wish to be considered for approval as **an Attachment:** (Address, Phone #, Fax #, Contact Name, Copy of License(s) and DBA)

Circle the states in which you are currently licensed to do business:

AL	AK	AZ	AR	CA	CO	CT	DE	FL	GA	HI	ID	IL
IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MO	MS	MT
NE	NV	NH	NJ	NM	NY	ND	OH	OK	OR	PA	RI	SC
SD	TN	TX	UT	VT	WA	WI	WY					

Contact Information

Number of Loan Officers: _____	Phone No: _____
Processing: _____	Phone No: _____
Secondary Mktg: _____	Phone No: _____
Underwriting: _____	Phone No: _____
Shipping: _____	Phone No: _____
Funding: _____	Phone No: _____
Servicing: _____	Phone No: _____
Accounting: _____	Phone No: _____

Loan Production

Prior Yr Funding Volume Government:	Avg Loan Amount: \$ _____
Prior Yr Funding Volume Conventional:	Avg Loan Amount: \$ _____
Prior Yr Funding Volume Jumbo:	Avg Loan Amount: \$ _____
Prior Yr Funding Volume Sub-Prime:	Avg Loan Amount: \$ _____
Prior Yr Funding Volume 2nd Mortgage:	Avg Loan Amount: \$ _____
Prior Yr Percent Government: _____%	Prior Year Percent Conforming: _____%
Prior Yr Percent Jumbo: _____%	Prior Year Percent Sub-Prime: _____%
Current Yr to date Funding Volume Jumbo:	Avg Loan Amount: \$ _____ Units _____
Current Yr to date Funding Volume Sub-Prime:	Avg Loan Amount: \$ _____ Units _____
Current Yr to date Funding Volume 2nd Mortgage:	Avg Loan Amount: \$ _____ Units _____
Current Monthly Funded Loans:	Avg Units _____ Total Loan Volume _____

Authorization to Release Information

Please have each principal listed above complete and sign the following:

I/We certify that all the information above is true, complete, and correct. I/We also authorize Lexington Capital Corporation to obtain consumer/business credit bureau reports or other reporting agency reports on the Company, its principals and officers in order to obtain an approved status to submit mortgage loan packages.

Signature	Date	Social Security Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Disclosure/Due Diligence

1. Has your company ever been suspended from selling or servicing mortgages? If yes, please provide a detailed explanation (use a separate sheet, if necessary): **NO** **YES**

2. Has your company, its principals or officers, been named as defendant in a lawsuit for alleged fraud or misrepresentation? If yes, please provide a detailed explanation (use a separate sheet, if necessary): **NO** **YES**

3. Has your company ever been involved or is currently involved in any litigation? If yes, please provide a detailed explanation (use a separate sheet, if necessary): **NO** **YES**

4. Has your company, its principals or officers, been named as defendant in a criminal proceeding/complaint/conviction for alleged fraud or misrepresentation? If yes, please provide a detailed explanation (use a separate sheet, if necessary): **NO** **YES**

5. Has your company, its principals or officers, filed for protection from creditors under any provision of the bankruptcy laws or made an assignment for the benefit of creditors within the past seven years? If yes, please provide a detailed explanation: **NO** **YES**

6. Has your company, its principals or officers, ever had a real estate, lending, or other professional license suspended or revoked, or received any other disciplinary action from a regulatory agency? If yes, please provide a detailed explanation (use a separate sheet, if necessary): **NO** **YES**

7. Has any lender enforced, or attempted to enforce, the Hold Harmless, Indemnification, or Repurchase clause of their correspondent or broker agreement with your company its principals or officers or any entity affiliated with your company, its principals or officers? If yes, please provide a detailed explanation (use a separate sheet, if necessary): **NO** **YES**

I/We certify the information contained within this application to be true, complete, and correct. Lexington Capital Corporation is hereby authorized to obtain verification of information from any source (including character and credit references) and obtain a personal credit report for each principal in connection with this application.

Broker/Owner/Corporate Officer Signature Date

Broker/Owner/Corporate Officer Signature Date

Broker/Owner/Corporate Officer Signature Date

MORTGAGE BROKER AGREEMENT

This Mortgage Broker Agreement (this "Agreement") is entered into as of the ___th day of _____, 200___, by and between Lexington Capital Corporation, a California Corporation (the "Lender"), and _____, a _____ (the "Mortgage Broker") (collectively, the "Parties"), and is entered into with reference to the following facts:

A. Mortgage Broker is engaged in the business of soliciting mortgage loan application packages (each an "Application Package") from the general public for submission to mortgage banking entities for funding consideration. Among other things, as part of this business Mortgage Broker negotiates the terms and conditions of mortgage loans (each a "Loan") on behalf of mortgage loan applicants (each a "Borrower").

B. Lender accepts Application Packages submitted by independent mortgage brokerage companies for funding consideration.

C. The Parties desire to establish a nonexclusive relationship whereby, in accordance with the terms of this Agreement, Mortgage Broker will from time to time, and in its sole discretion and in its agency capacity for its Borrowers, submit Application Packages to Lender for funding consideration that comply with Lender's program requirements and loan origination policies and procedures.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Definitions.

"Agreement" means this mortgage broker agreement by and between Lexington Capital Corporation, as Lender, and Mortgage Broker, as mortgage broker. This Agreement may be amended or modified from time to time, and the most current version of this Agreement (the "Current Agreement") will be available at Lender's website, which is currently located at www.lexingtonlending.com.

"Application Packages" shall mean the documentation necessary for Lender to determine Borrower's eligibility for a Loan, including but not limited to verifications of income, liabilities, and net worth, as well as all compliance with the Underwriting Guidelines set forth in the Lender Requirements.

"Lender Requirements" means the most current version of those documents on Lender's website, which is currently located at www.lexingtonlending.com, relating to (i) qualification requirements for Mortgage Broker to become a Lexington Qualified Broker, including subsequent periodic evaluations thereto; (ii) Guidelines for Loan Origination services to be provided by Mortgage Broker; (iii) Mortgage Broker compensation; (iv) Code of Conduct; (v) Lexington Capital Corporation Best Practices; and (vi) underwriting guidelines.

2. Loan Submission.

2.1 Lender hereby authorizes Mortgage Broker to submit Loan Application Packages to Lender based on Lender's underwriting guidelines, as more particularly set forth in the Lender Requirements, and pricing information as set forth on the Lender's website. Mortgage Broker agrees to submit Loan Application Packages to Lender that are taken by Mortgage Broker in compliance with applicable state and federal laws and in accordance with the underwriting guidelines contained in the Lender Requirements.

2.2 Lender shall make available to Mortgage Broker the Lender Requirements, which may be withdrawn or modified at any time by Lender in its sole discretion. Mortgage Broker agrees that the most current version of the Lender Requirements as of the date an Application Package is submitted shall be applicable. Mortgage Broker acknowledges and agrees that the Lender Requirements is intended solely to facilitate the receipt and processing of Application Packages for underwriting and loan processing by Lender, and that compliance by Mortgage Broker with the Lender Requirements does not obligate Lender to accept or to underwrite any Application Packages submitted by Mortgage Broker.

2.3 Mortgage Broker agrees and covenants that as to each Borrower for whom an Application Package is submitted to Lender, Mortgage Broker, if so required by applicable law: (i) has contractually agreed with the Borrower to act as the Borrower's authorized agent to negotiate a Loan, including the payment of appropriate compensation, if any; and (ii) Lender may deem Mortgage Broker to be acting in such agency capacity for the Borrower for all purposes of the transactions contemplated by this Agreement.

2.4 Upon receipt of a completed Application Package from Mortgage Broker, Lender, in its sole discretion, may underwrite and approve/deny such Application Package on the basis of Lender's then current underwriting criteria and secondary market standards. Nothing in this Agreement constitutes any representation or commitment by Lender that Lender will extend credit to any Borrower, and Lender's determination as to the creditworthiness of any Borrower, including the terms and conditions of a Loan, shall be final and conclusive. Without limiting the foregoing, Lender shall have the right, in its sole discretion, to

approve the terms proposed in an Application Package for a Loan, the creditworthiness of the Borrower and the adequacy of the security for a Loan. Mortgage Broker shall not represent to any person, including Borrower, that Lender has approved or will approve, or that Lender has issued or will issue a binding commitment to fund any Application Package. All information contained in an Application Package shall be subject to Lender's independent verification. Lender's independent verification or lack thereof of any Application Package shall not reduce, waive or otherwise modify any of Lender's rights or remedies provided hereunder. All information and documentation to be utilized in connection with such Application Packages and Loans, including loan applications, requests for deposit verifications, state and federal consumer disclosures, promissory notes, security documents, deeds of trust and mortgages, shall be on forms approved by Lender, in conformance with all applicable state and federal laws and regulations, the Lender Requirements, Lender's underwriting guidelines and this Agreement.

2.5 If Lender, in its sole discretion, approves an Application Package, Lender shall issue an approval letter setting forth the conditions upon which Lender will fund the subject Loan, along with the expiration date of the approval (the "Approval Letter"). Lender shall have no obligation to fund a Loan prior to fulfillment of all funding conditions contained in, or after expiration of, the Approval Letter.

2.6 Lender shall not be obligated to fund any Loan that does not, in Lender's sole discretion, comply with the Current Agreement or any exhibits thereto, the related Approval Letter, or the Lender Requirements.

2.7 All Loans shall close in Lender's name with funds provided by Lender. Mortgage Broker's sole and exclusive rights to compensation pursuant to this Agreement are set forth in Section 3 of this Agreement. At the time of the closing of a Loan, Mortgage Broker agrees to assign to Lender all of Mortgage Broker's right, title and interest in and to the subject Loan, Application Package and all materials relating to the Loan of whatever nature or kind.

3. Loan Origination Services and Compensation.

3.1 Mortgage Broker will, at Mortgage Broker's sole cost and expense, prepare, process and submit Application Packages to Lender for funding consideration, and facilitate the closing of Application Packages approved for funding by Lender. Mortgage Broker's services and facilities shall include, but are not limited to those services and facilities required by the Lender Requirements, as amended from time to time by Lender, in its sole discretion. The specified loan origination services and facilities performed by Mortgage Broker pursuant to this Section 3.1 shall be referred to in this Agreement as the "Loan Services."

3.2 Lender agrees to pay Mortgage Broker compensation for the Loan Services performed by Mortgage Broker at the rate set by Lender from time to time as set forth in the Lender Requirements, and programs and pricing options. Without limiting the foregoing, the Parties agree that the compensation paid for the Loan Services by Lender is intended to reflect the reasonable value of the Loan Services in the market in which Mortgage Broker performs the same. The Parties agree to modify the amount of the compensation paid for the Loan Services should an applicable law, regulation or a court of competent jurisdiction determine that the Parties estimate of the reasonable value of the compensation for the Loan Services, or the method used to determine the amount of the compensation, exceeds in any instance the reasonable value of said compensation. Mortgage Broker shall fully disclose to each Borrower the receipt and amount of the compensation received from the Lender for the performance of the Loan Services, and agrees that the compensation set forth herein shall be the sole and exclusive compensation paid by Lender to Mortgage Broker pursuant to the terms of this Agreement. Without limiting the foregoing, the Parties agree that if the Mortgage Broker accepts compensation from Lender for the Loan Services pursuant to this Section 3.2 of this Agreement, any compensation received by Mortgage Broker from Borrower(s) pursuant to Section 3.3 of this Agreement shall not include duplicate compensation for the same loan services.

3.3 Mortgage Broker shall also be entitled to negotiate with and receive from a Borrower(s), payable at the time of closing of a Loan, a reasonable broker fee for its services, that is typical in Mortgage Broker's market area for the type and amount of the mortgage loan applied for. Mortgage Broker shall disclose the fee, if any, which it charges to any Borrower(s) on the Good Faith Estimate of Closing Costs pursuant to RESPA, and in accordance with all other applicable consumer disclosure and other legal requirements. Lender will cause such broker's fee to be disclosed on the HUD-1 Settlement Statement, and to be collected at closing and remitted to Mortgage Broker. **THE PARTIES AGREE THAT ANY FEE OTHER THAN THE COMPENSATION DESCRIBED IN SECTIONS 3.1 AND 3.2 OF THIS AGREEMENT IS SUBJECT SOLELY TO THE CONTRACTUAL TERMS AND CONDITIONS AGREED TO BETWEEN A BORROWER AND MORTGAGE BROKER, AND SUCH BROKER'S FEE IS NOT A CONDITION OR A REQUIREMENT BY LENDER IN ORDER TO ACCEPT OR TO UNDERWRITE AN APPLICATION PACKAGE.**

4. Mortgage Broker's Representations, Warranties and Covenants. Mortgage Broker represents, warrants and covenants to Lender, on behalf of itself and its officers, directors, employees, representatives and agents, that as of: (a) the date and time any Application Package is submitted to Lender; (b) the date and time a Loan is funded and closed; (c) throughout the time such Loan remains outstanding; and (d) any other date and time as indicated or as the context of this Agreement may require:

4.1 Due Organization, Existence and Good Standing. If a corporation, partnership or other entity other than a natural person, Mortgage Broker: (i) is and shall remain duly organized and a validly existing entity in good standing in the jurisdiction under whose laws Mortgage Broker is formed; and (ii) is and shall be duly qualified to conduct its business in each jurisdiction in which such qualification is required.

4.2 All Licenses and Authorizations. Mortgage Broker has, and shall maintain, all licenses necessary to

carry on its business as now being conducted, including all licenses necessary to conduct the mortgage brokerage business contemplated by this Agreement. Mortgage Broker is, unless otherwise exempt, licensed, registered, qualified and in good standing in each state in which: (i) any real property securing repayment of a Loan is located; and (ii) Mortgage Broker is engaged in the business of brokering mortgage loans if the laws of such state require licensing, registration or qualification to engage in the business of brokering mortgage loans. Mortgage Broker covenants to maintain all licenses, registrations and qualifications current and to keep itself in good standing with all applicable regulatory and supervisory agencies. Mortgage Broker covenants to adhere to and comply with any state or federal record retention requirements. Mortgage Broker further covenants to notify Lender immediately upon the suspension, revocation, expiration or other termination of any licenses, registrations or qualifications, or of the taking of any formal or informal administrative or judicial action by any such regulatory or supervisory agency against Mortgage Broker that could adversely affect Mortgage Broker's licenses, registrations and qualifications.

4.3 Authority and Capacity; Consent; Enforceability of Agreement. Mortgage Broker has the full power authority and capacity to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by Mortgage Broker and constitutes a valid and binding obligation of Mortgage Broker, including its officers, directors, employees, representatives and agents, enforceable in accordance with its terms. No consent, approval, authorization or order of any court or governmental agency or body is required for the execution, delivery and performance by Mortgage Broker of, or compliance by Mortgage Broker with, this Agreement or the consummation of the transactions contemplated by this Agreement or, if required, such consent, approval or authorization has been obtained. Mortgage Broker's compliance with the terms and conditions of this Agreement will not violate any provisions of its charter documents, if any, any instrument relating to the conduct of its business, or any other agreement, law or regulation to which it may be a party or under which it may be governed.

4.4 Absence of Claims. Except as previously disclosed by Mortgage Broker to Lender in a writing to be attached to this Agreement as Exhibit B, there is not pending or, to Mortgage Broker's knowledge, threatened any suit, action, arbitration, or legal, administrative, or other proceeding or investigation, including an allegation of fraud by another lender, against Mortgage Broker or its current or former officers, directors, shareholders, employees, representatives and agents that would prevent the execution, delivery and performance by Mortgage Broker of its obligations under this Agreement or which could have a material adverse affect upon the Mortgage Broker's business, assets, financial condition or reputation, or upon any Application Package submitted for funding by Lender.

4.5 Disclosure and Validity of Information. Mortgage Broker shall make prompt, timely, full, accurate and truthful disclosure to Lender of all facts, information and documentation that Mortgage Broker knows, suspects or has notice of that could affect, or has affected, the eligibility, validity, collectibility, collateral value, security, or enforceability of any Application Package submitted by Mortgage Broker for funding consideration by Lender. All information set forth in mortgage application(s) prepared by Mortgage Broker for submission to Lender included in an Application Package, including all written attachments thereto, is and shall be true, correct, currently valid and genuine. No error, omission, misrepresentation, negligence, fraud or similar occurrence with respect to an Application Package or a Loan has taken place on the part of any person or entity, including, without limitation, the Mortgage Broker, and its officers, directors, employees, representatives and agents, the Borrower, any appraiser, any builder or developer, or any person involved in the preparation and/or submission of an Application Package to the Lender or the origination of a Loan.

4.6 Control of Documents. Mortgage Broker shall maintain direct and indirect possession and control of all credit, income or deposit verification document submitted to Lender with respect to any Application Package or Loan.

4.7 Ownership. Mortgage Broker has no direct or indirect interest including, but not limited to, any ownership interest in a loan secured by property related in any manner with a Loan, in any property pledged as security for a Loan, or an affiliation or relationship with any person or entity having a financial interest in a Loan, an Application Package or a Loan transaction. Other than the compensation described in Section 3 of this Agreement, Mortgage Broker has not received any other form of financial remuneration or benefit, direct or indirect, from any person or entity relating to a Loan transaction.

4.8 Compliance with Laws. In connection with its solicitation, processing, and submission of an Application Package pursuant to this Agreement, Mortgage Broker and every other person or entity involved in the Loan transaction covenant and agree that they have and will comply fully and in a timely manner with all applicable state and federal consumer protection and disclosure laws, including, among others: (i) the Truth-in-Lending Act and the FRB's Regulation Z; (ii) the ECOA and the FRB's Regulation B; (iii) HMDA and the FRB's Regulation C; (iv) RESPA and HUD's Regulation X; (v) the federal Fair Housing Act, and similar state and federal nondiscrimination housing laws and regulations; and (vi) all other federal and state laws, rules and regulations as they relate to fair lending, consumer credit disclosures and notices, broker related notices and disclosures, privacy rights, record retention requirements, the Application Packages and/or the Loans. At all times Mortgage Broker and every other person or entity involved in the Loan transaction shall be in compliance with Lender's fair lending policy and any amendments thereto. Mortgage Broker covenants and warrants to provide compliance training pertaining to all aforesaid laws, regulations and rules, and any amendments thereto, on a continuing basis throughout the term of this Agreement, including compliance with the Lender Requirements. Mortgage Broker is in full compliance with all real estate, mortgage lending or other regulatory or supervisory agencies having jurisdiction over Mortgage Broker's activities to the extent

necessary to ensure the enforceability of the Loans.

4.9 Fees. Except as set forth in Section 3.1 and 3.2 of this Agreement with respect to the Loan Services, the nature, character and amount of any fees charged or received by Mortgage Broker and payable by Borrower in connection with an Application Package have been or will be determined solely by direct negotiations between Mortgage Broker and Borrower. If Mortgage Broker accepts compensation from Lender pursuant to Section 3.2 of this Agreement, any compensation received by Mortgage Broker from the Borrower pursuant to Section 3.3 of this Agreement does not include compensation for the performance of the Loan Services, including duplicate payment for the performance of the Loan Services. The total fees to be received by Mortgage Broker have been separately itemized, fully disclosed, explained and agreed to in writing by Borrower, and are reasonably related to the reasonable value of the services rendered by Mortgage Broker in connection with the Application Package and the Loan. Without limiting the foregoing, if Mortgage Broker accepts compensation from Lender pursuant to Section 3.2 of this Agreement, the Loan Services have been fully performed by Mortgage Broker and the compensation is the reasonable value of the performance of the Loan Services. If Lender does not fund and close for any reason whatsoever a Loan submitted by Mortgage Broker, Lender shall have no obligation to pay Mortgage Broker for the performance of the Loan Services or any sum owed to Mortgage Broker by Borrower arising out of a Loan, nor shall Lender have any obligation to pay Mortgage Broker compensation for any sum in connection with the Application Package. There is no agreement between Mortgage Broker and any other person or entity for the payment of any referral fee, rebate, bonus, kickback or other payment, and no payment of such referral fee, rebate, bonus, kickback or other payment has been or will be made to any person, including, but not limited to, the Borrower and/or Mortgage Broker.

4.10 Services to Borrower. If applicable law so requires, Mortgage Broker is acting as the authorized agent of the Borrower with respect to the submission of an Application Package and the negotiation of a Loan, and has entered into a contract with the Borrower authorizing the Mortgage Broker to act in such agency capacity for the Borrower concerning the transactions contemplated by this Agreement. Mortgage Broker has observed and shall observe and fully discharge any applicable duties owed by Mortgage Broker to Borrower under law with respect to each Borrower and related Application Package that has been submitted by Mortgage Broker to Lender for funding consideration pursuant to this Agreement. Without limiting the foregoing, whenever obligations are required by such duty, law, or Lender, Mortgage Broker, including its officers, directors, employees, representatives and agents, has provided to Borrower any and all requisite disclosures, including, but not limited to, those pertaining to Broker's aggregate compensation and obtained any and all requisite agreements and authorizations. All services performed by Mortgage Broker were performed to the full satisfaction of Borrower by Mortgage Broker, and in accordance with the legal, prudent, accepted and customary standards in the mortgage lending industry generally. Mortgage Broker is not aware of any dispute or claim by any Borrower that all such services were not fully and satisfactorily performed. No Borrower has any claim or defense against the Mortgage Broker, and its officers, directors, employees, representatives and agents, by reason of any act or omission of Broker, and its officers, directors, employees, representatives and agents, arising out or related in any manner or way to an Application Package, a Loan or a Loan transaction.

4.11 Corrections. Mortgage Broker shall, upon request by Lender, take all actions necessary, in a timely and an accurate manner, to obtain corrections to any and all Loan documents as may be appropriate and to otherwise assist Lender in remedying any matter not in compliance with applicable law, regulations or the Lender Requirements, including assisting Lender in obtaining recorded documentation relating to a Loan and title policies from closing agents.

4.12 Use of Approved Vendors. Mortgage Broker has not and shall not utilize any real estate appraiser, credit reporting agency or other settlement service providers or vendors in connection with an Application Package that do not comply in all respects with all applicable state and federal laws and such standards as may be set forth in the Lender Requirements.

4.13 Current Version of the Broker Agreement and Lender Requirements. Mortgage Broker has access to the most recent version of the Broker Agreement and the Lender Requirements as provided on Lender's website, and has strictly complied with all requirements set forth therein. Without limiting the foregoing, Mortgage Broker agrees that and consents to all terms and conditions set forth in the Current Agreement, and by submitting an Application Package to Lender agrees to comply in all respects with all amendments and modifications of whatever nature as set forth in the Current Agreement and the Lender Requirements.

5. Representations and Warranties-Repurchase Obligation. The Parties agree that the covenants, representations and warranties set forth in this Agreement shall survive delivery of an Application Package, funding of any related Loan and the termination of this Agreement. Mortgage Broker agrees that within thirty (30) days of Lender's demand it will, in Lender's sole discretion, either cure to the Lender's satisfaction any defect or repurchase any Loan that is not in compliance with this Agreement, including the representations, warranties and covenants set forth in this Agreement, any exhibit to this Agreement, any Approval Letter or the Lender Requirements. If Lender determines that Mortgage Broker shall repurchase a Loan, the repurchase price shall be an amount equal to: (a) the principal balance of such Loan as of the repurchase date, as shown on the records of Lender; plus (b) accrued but unpaid interest up to and including the date of repurchase; plus (c) all principal and interest advances, servicing advances, servicing fees and accrued ancillary income; plus (d) any out-of-pocket expenses, including attorneys' fees, whether or not a law suit is filed, of the Lender relating to such Loan or enforcement of the repurchase obligations hereunder, plus (e) any compensation paid by lender for such loan pursuant to Section 2.3 hereof.

6. Mortgage Broker's Indemnification. Mortgage Broker hereby indemnifies and holds Lender, and its officers, directors, employees, shareholders, representatives, successors, assigns, agents and affiliates (collectively, the "Indemnitees"), harmless from and against, and shall reimburse the Indemnitees with respect to, any and all losses, damages, demands, claims, liabilities, costs and expenses, including reasonable attorneys' fees, whether or not a lawsuit is filed (collectively, "Losses"), of any nature or cause whatsoever, incurred by reason of or arising out of or in connection with: (a) any investigation undertaken by Lender with respect to any document included as part of an Application Package; (b) any breach of any representation, warranty or covenant contained in this Agreement; (c) Mortgage Broker's failure to perform any of its obligations under this Agreement; or (d) any claim by a Borrower resulting from Lender's failure or refusal to fund a Loan. Mortgage Broker's obligation to fully indemnify the Indemnitees under this Agreement shall not be affected by Lender taking any of the following actions with or without notice to Mortgage Broker: (i) liquidation, repayment, retirement, or sale or resale of any Loan; (ii) foreclosure of any Loan; or (iii) sale or resale of any real or personal property securing any Loan. For the purposes of this Agreement, including this Section 6, Mortgage Broker specifically covenants, represents and warrants that the knowledge and actions of Mortgage Broker's officers, directors, employees, representatives and agents shall be imputed to, and be deemed the actions of, Mortgage Broker.

7. Privacy. Each of the Parties shall comply in all respects with their respective state and federal obligations concerning the privacy of Borrower data in their possession. Without limiting the foregoing, each of the Parties shall comply in all respects with the requirements of Title V of the Gramm-Leach-Bliley Act and the Federal Trade Commission's implementing regulations.

8. Non-Solicitation. Without the prior written consent of Lender, for a period of two (2) years from the date of funding of any Application Package, Broker hereby agrees that it will not take any action or permit or cause any action to be taken by any of and its officers, directors, employees, representatives and agents, or by any independent contractors or settlement service providers of any nature or kind, to personally, by telephone, mail or any other medium, solicit the Borrower or any mortgagor under any Loan for any purpose whatsoever, including, among others, to refinance such Loan, in whole or in part.

9. Disclosure of Information; Confidentiality. All documents, forms, publications, memoranda, correspondence, files, contracts, client lists, financial tables, records, procedures, sales aids, techniques, processes, lending programs, the Lender Requirements and all other material and information directly or indirectly given to or received by Mortgage Broker during the term of this Agreement that relate in any manner to any business or operation that Lender is engaged in, or intends at any time to become engaged in, are and shall remain the proprietary and confidential property of Lender. Upon the termination of this Agreement for any reason, Mortgage Broker shall promptly deliver to Lender all such material and information. During and after the term of this Agreement, Mortgage Broker shall not disclose to any person any proprietary and/or confidential information relating to the business of Lender.

10. Costs and Expenses. Mortgage Broker shall, during and after the term of this Agreement, be responsible for and shall promptly pay in full all costs and expenses directly or indirectly incurred in performing its duties hereunder. Except as specifically set forth in this Agreement, Mortgage Broker shall have no right to reimbursement of any such costs or expenses from Lender.

11. Termination of Agreement. This Agreement may be terminated by either Party, with or without cause, upon ten (10) days' prior written notice to the other. Termination of this Agreement shall not affect the Parties' respective obligations with respect to Application Packages submitted by Mortgage Broker to Lender and to Loans funded by Lender prior to the effective date of the termination of this Agreement. Termination of this Agreement shall not extinguish Mortgage Broker's obligations to Lender as provided in this Agreement.

12. Status of Mortgage Broker as Independent Contractor. Lender and Mortgage Broker acknowledge and agree, and Mortgage Broker covenants, warrants and represents to Lender, that Mortgage Broker is an independent contractor. Nothing in this Agreement is intended, nor shall anything in this Agreement be construed, to make or deem Mortgage Broker a joint venturer, partner, representative, employee or agent of Lender, and Mortgage Broker is expressly prohibited from holding itself out as such, nor shall Mortgage Broker hold itself out at anytime as the representative of Lender in any area, state or jurisdiction in which Lender conducts its business. Mortgage Broker is expressly prohibited from using Lender's name in any advertising.

13. Corporate Documents; Licenses; Authorities. In connection with the Mortgage Broker's representations and warranties as set forth in 4.1, 4.2, and 4.3, prior to execution of this Agreement, Mortgage Broker shall have delivered to Lender, as applicable:

13.1 a current certificate of its jurisdiction of incorporation to the effect that Mortgage Broker is a corporation or other entity validly existing and in good standing under the laws of such jurisdiction;

13.2 a certificate of the duly authorized secretary or assistant secretary of Mortgage Broker attaching: (i) evidence of such corporate action or authorization as is necessary to approve of this Agreement and the authorization of the officers of Mortgage Broker to sign this Agreement; and (ii) specimen signatures of the officers of Mortgage Broker authorized to sign this Agreement;

13.3 a copy, certified as true by the secretary or assistant secretary of Mortgage Broker, of the charter and the by-laws of Mortgage

13.4 all other documents, instruments, and writing required to be delivered by Mortgage Broker pursuant to

this Agreement, including, but not limited to, copies of all licenses issued by any relevant governmental authority and those documents set forth in Sections 4.1 and 4.2 of this Agreement.

Annually hereafter, within 120 days of Mortgage Broker's fiscal year end, Mortgage Broker shall deliver to Lender all corporate documents referenced in this Section 4 reflecting all transactions and changes occurring in the prior fiscal year.

14. Miscellaneous.

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

14.2 Books and Records. Mortgage Broker shall maintain accurate books and records with respect to all Application Packages. Lender and its agents or representatives shall have the right to inspect Mortgage Broker's books and records during regular business hours and upon reasonable notice in order to confirm the accuracy of information supplied by Mortgage Broker to Lender with respect to any Application Packages and this Agreement and to confirm Mortgage Broker's compliance with this Agreement.

4.3 Notices. All notices required hereunder shall be in writing, delivered to the address appearing on the signature page of this Agreement, as may amended from time to time by written notice, and shall be deemed to have been given, made, and received only: (a) upon personal delivery to a Party; (b) one (1) business day after the date of deposit if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (c) five (5) business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested.

14.4 Electronic Delivery and Amendment to Agreement and the Lender Requirements.

Notwithstanding the requirements of Section 14.3 of this Agreement, the Parties agree that the Lender may deliver the Lender Requirements and/or the Current Agreement, and all amendments thereto, by posting a copy of the Current Agreement and Lender Requirements and such amendments at a website identified by Lender or by transmitting an electronic version of the Lender Requirements and/or Current Agreement and such amendments to an e-mail address provided by Mortgage Broker.

14.5 Electronic Consent by Lender. Unless an electronic communication specifically contains a statement that the communication is intended as an electronic signature or consent by Lender, such communication shall not constitute an electronic signature or consent by Lender pursuant to the Electronic Signatures in Global and National Commerce Act or comparable state or federal laws or regulations.

14.6 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, the repurchase of a Loan or Loans, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to attorneys' fees and other costs incurred in that action or proceeding, whether or not a law suit is filed, in addition to any other relief to which it or they may be entitled.

14.7 Assignment. Mortgage Broker may not assign this Agreement or its duties herein, and any attempted assignment shall be void.

14.8 Entire Agreement; Amendment. This Agreement, together with all exhibits, the Approval Letters and the most current version of the Lender Requirements, constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof, and any other agreements, express or implied, entered into prior to this Agreement are null and void and of no force or effect. Lender may amend the terms of this Agreement by delivering Mortgage Broker an amended Agreement in accordance with Section 14.3 or Section 14.4 of this Agreement. Such amendment(s) shall be the Current Agreement and deemed accepted and incorporated into this Agreement if Mortgage Broker submits an Application Package to Lender subsequent to the date that the amended Agreement is delivered to Mortgage Broker. Mortgage Broker may not supplement, modify or amend this Agreement unless such supplement, modification or amendment is agreed to in writing by an authorized representative of Lender.

14.9 Waivers or Remedies. Lender's failure or delay to audit any Loan prior to funding and closing, or to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver of any other right or remedy, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. All remedies shall be cumulative and nonexclusive.

14.10 Partial Invalidity. If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

14.11 Further Assurances. Each Party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement. In the event Lender receives notice that any Borrower has exercised his/ her right of rescission after Lender has disbursed

any loan proceeds, Mortgage Broker shall promptly return to Lender all amounts collected by Mortgage Broker from Borrower in connection with the Loan, regardless of whether such amounts were disbursed by Mortgage Broker to other parties.

14.12 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California, without consideration of choice of law principals.

14.13 Choice of Forum. Any judicial proceeding brought against any of the Parties hereto with respect to this Agreement shall be brought in any court of competent jurisdiction in Orange County, California or in the Federal District Court for the Central District of the State of California, irrespective of where such Party may be located at the time of such proceeding, and by execution and delivery of this Agreement, each of the Parties hereby consents to the exclusive jurisdiction of any such court and waives any defense or opposition to such jurisdiction.

14.14 Waiver of Jury Trial. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.15 No Third Party Beneficiary. This Agreement is intended to facilitate the submission of Application Packages by Mortgage Broker to Lender, and no third party beneficiary rights are intended or may be implied in any manner or form, including any rights or benefits with respect to a Borrower.

14.16 Lender Affiliates. This Agreement shall govern circumstances in which an Application Package may be transferred by Lender to an affiliate of Lender for processing and possible funding. In these circumstances, the term "Lender" herein shall mean the applicable affiliate.

14.17 Communication Authorization. Mortgage Broker expressly authorizes, consents, permits and invites Lender to send documents, including unsolicited advertisements and any and all other materials or communications, to the facsimile number(s) and e-mail address(es) provided by Mortgage Broker to Lender in the Mortgage Broker Application and Transmission Authorization.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

"LENDER"

"MORTGAGE BROKER"

Lexington Capital Corporation
3 Imperial Promenade Suite 100
South Coast Metro, CA. 92707
Telephone: (714) 955-5500
Facsimile: (714) 955-5533

Company Name: _____
Address : _____
Telephone: _____
Facsimile: _____

By: _____
Name: _____
Title: Executive Vice President

By (signature): _____
Name: _____
Title: _____

Note for California DRE-licensed corporate Mortgage Brokers: the above signatory must be the Designated Broker/Officer. Lexington do not accept any CFL license currently.

FAIR LENDING ACKNOWLEDGEMENT

IT IS AGAINST LEXINGTON CAPITAL CORPORATION POLICY TO DISCRIMINATE ON ANY BASIS, INCLUDING A LOAN APPLICANT'S RACE, NATIONAL ORIGIN, RELIGION, MARITAL STATUS, GENDER, OR AGE.

Doing the Right Thing is the core value of Lexington. Any act of discrimination violates Lexington's policy and its corporate philosophy of doing business. Our stand on nondiscrimination is absolute; there is zero tolerance for any discriminatory act or behavior. Treating everyone fairly, and making decisions based solely on creditworthiness is Doing the Right Thing, plain and simple. It is our policy and our practice to comply fully with the letter and spirit of fair lending and all other laws regulating our industry.

We expect all brokers to fully understand fair lending practices and to deal fairly and equally with all loan applicants. We insist that all negotiations be in good faith and without bias. We require that the letter and the spirit of fair lending practices, the following Federal laws, and all statutes governing lending and equal rights be complied within each jurisdiction that the broker conducts business.

LAW	SUMMARY
Fair Housing Act (FHA)	<i>Prohibits discrimination in lending based on prohibited factors (race, color, religion, national origin, handicap, familial status, gender, and age). Also prohibits practices such as redlining, making excessively low appraisals, use of subjective or non-reviewable criteria, creating and exploiting a racially exclusive image, expressing intent to discriminate, and discriminating against women. http://www.hud.gov/offices/fheo/FHLaws/index.cfm</i>
Equal Credit Opportunity Act (ECOA)	<i>Prohibits discouraging applications and limits the manner in which lenders can inquire about marital status, spouses, former spouses, alimony and child support. Also establishes requirements for lenders such as providing copies of appraisals, providing appropriate disclosures and preserving records from the application/transaction. http://www.ftc.gov/bcp/conline/pubs/credit/ecoa.htm</i>
Fair Credit Report Act (FCRA)	<i>Regulates the activities of reporting agencies and the users of credit information and protects individuals from invasion of privacy and the dissemination of false or inaccurate information. Requires disclosures when adverse action is taken. http://www.ftc.gov/os/statutes/fcra.htm</i>
Home Mortgage Disclosure Act (HMDA)	<i>Requires lenders to collect certain information about the loans they make so the government can track applications and ensure lenders are taking and approving applications equally for all groups of people. http://www.ffiec.gov/hmda/</i>
Truth in Lending Act (TILA)	<i>Requires the disclosure of information about the lender, amount financed, and finance charge, payments, security and interest rate. Also establishes that borrowers have a right to rescind most loans secured by their primary residence within three business days of loan closing. http://www.federalreserve.gov/regulations/title12/sec226/12cfr226_01.htm</i>
Real Estate Settlement Procedures Act (RESPA)	<i>Requires lenders to provide advance disclosure information on loan settlement procedures and costs. Also regulates the ways in which referrals between companies can be made and establishes parameters for the amount of money borrowers are required to place in an escrow account established for taxes and insurance. http://www.hud.gov/offices/hsg/sfh/res/respa_hm.cfm</i>
Telemarketing Sales Rule	<i>Establishes parameters regarding the manner in which telemarketing can be conducted. Specifies times during which telemarketing is permitted, information that must be disclosed to consumers during telemarketing, and that records must be kept of telemarketing transactions. http://www.ftc.gov/bcp/telemark/rule.htm</i>

As a condition of entering into and maintaining a business relationship with Lexington Capital Corporation, the undersigned: 1) acknowledges understanding of Lexington's fair lending policy 2) agrees to comply with the letter and spirit of all Federal, State, and local licensing, lending, disclosure, and consumer protection laws; 3) agrees to educate its principals, employees, affiliates, and agents about fair lending practices and the above laws; and 4) agrees to advise Lexington immediately upon ascertaining any violation of the above laws by its principals, employees, affiliates, third-party service providers or agents.

Broker Company		License Number	
Managing Broker	Broker Signature	Date	

Resolution of the Board of Directors/Members

Of _____
(Name of Company)

A meeting of the Board of Directors/Members of _____ (Broker) was held at _____ (Name of Company) _____ on _____ (Time) _____ (Date). The meeting was called by _____ (Name of Board Member).

Members of the board present at the above meeting were:

Name of Member	Title
_____	_____
_____	_____
_____	_____
_____	_____

Be it resolved that _____, commence to do business with _____ (Name of Company) Lexington Capital Corporation (Lender) in the relationship of Loan Broker/Lender, for the purpose of submitting loans for approval and funding by Lexington Capital Corporation.

Be it resolved that _____ and _____ be authorized to _____ (Name of Member) _____ (Name of Member) execute agreements, notes, mortgages, assignments, deeds of trust, and other documents, if applicable, to Lexington Capital Corporation, it's successors and/or assigns.

Be it resolved, further, that the appropriate officers of this corporation be and are hereby authorized and directed to execute all such agreements and other documents an take all such other appropriate action as such officers in their discretion deem necessary and proper to carry out the intern and purpose of the foregoing resolution.

In witness whereof, I have affixed my name as Secretary and have caused the Corporate Seal of said corporation to be hereunto affixed, this day,

Secretary Signature

Date



COMMUNICATION CHOICES

Congratulations on completing your broker application package with Lexington Capital Corporation. At Lexington, we are committed to serving your needs and keeping you informed of business messages and event information through various communication channels.

Two of those key channels that are excellent for delivering timely information are fax and email broadcasting. We will use these communication channels to keep you informed on the following:

- Up-to the minute rate and program changes
- Guideline enhancement
- Lexington sponsored educational events
- Exciting sporting events featuring Team Lexington Member

By completing this form, you will receive new program offers, competitive pricing, and pertinent information to further improve your business.

Please be sure to provide any contact information including name, fax, and email address of employees that want your fax and email broadcast.

Company Name: _____

Contact Name: _____

Full Address: _____

FAX TRANSMISSION:

- Yes, I would like to be included in Lexington's fax broadcast. Fax number(s) you would like to include:

Name _____ Fax (_____) _____

Name _____ Fax (_____) _____

Name _____ Fax (_____) _____

Name _____ Fax (_____) _____

- No, I would not like to be included in Lexington's fax broadcast.

EMAIL TRANSMISSION:

- Yes, I would like to be included in Lexington's email broadcast. Email address(es) you would like to include:

Name _____ Email _____

Name _____ Email _____

Name _____ Email _____

Name _____ Email _____

- No, I would not like to be included in Lexington's email broadcast.



Dear Customer,

In accordance with recently approved amendments to the Federal Communications Commission telemarketing rules, Lexington Capital is now required to obtain prior written authorization to send rate sheets and marketing materials to your fax number(s) as well as email address.

The undersigned hereby authorizes Lexington Capital to send advertising and other marketing materials, including but not limited to rate sheets, product information and promotional materials designed to inform the customer about the services offered by Lexington companies, to the fax number(s) and/or email addresses designated below.

Company Name

Signature

Address

Name Typed or Printed/Title

City, State Zip Code

Phone Number

Please type or print legibly any fax number and/or email address, which Lexington Capital may use for the purposes stated above.

Fax Number

_____	_____
_____	_____
_____	_____
_____	_____

Thank you for your time and your business!

After completion and signature, **please return a copy of this form to Lexington @ 714-200.0198 Attention Broker Desk**