

BROKER AGREEMENT

THIS BROKER'S AGREEMENT dated as of this _____ day of _____, (this "Agreement") is entered into by and between Advantage Capital Equity Solutions, Inc. doing business as ADCAP and _____ ("Broker"), with reference to the following:

RECITALS

A. Broker and ADCAP desire to create a non-exclusive partnership, whereby Broker will be allowed to present loan files ("Loan Files") to ADCAP on behalf of the Broker's clients ("Borrowers") for probable funding of loans (the "Loans").

B. ADCAP and Broker wish to enter into this Agreement in order to clarify the stipulations of their relationship and to set forth the terms and conditions.

NOW, in consideration of the foregoing, the parties hereto agree as follows:

AGREEMENT

1. General Broker Responsibilities: Broker will, at Broker's sole expense:
 - a) Present to ADCAP complete Loan Files for prospective Borrowers under such programs, procedures and fee schedules as ADCAP may periodically establish; and
 - b) Furnish ADCAP with all of the prospective Borrower's Credit, Financial and other information as ADCAP may require; and
 - c) Provide such information as ADCAP may reasonably request, in order to assist ADCAP in marketing the prospective Loans to secondary market investors; and
 - d) Perform such other services as ADCAP shall require, in order to close transactions pertaining to individual Loans; and
2. Loan Approval: approval of a Loan shall be at ADCAP's sole and absolute discretion. Broker agrees that it shall not represent to any prospective Borrower that ADCAP has approved or will approve any request for a Loan unless and until such time as ADCAP has given Broker written and or electronic notification that it may notify the subject Borrower(s) of approval of their Loan. All closings of Loans shall be in the name of ADCAP, or its designee.
3. Fees: Any fee, commission, or other consideration payable to Broker with respect to any Loan shall be paid only after ADCAP has deducted from the Loan proceeds, all of its own fees and charges. No fee shall be owed to Broker on any proposed Loan that is NOT funded and the transaction closed.
4. Broker's Representations and Warranties: Broker represents and warrants to ADCAP that as of (I) the time any Loan package is submitted to ADCAP, and (II) as of the time any Loan is funded and the transaction closed, the following:
 - a) No Untrue Statements: To the best of Broker's knowledge and belief, none of the statements or information contained in any Loan Package submitted by Broker will contain any false or erroneous statements (or omit material facts which may



be necessary to make such statements or information accurate and understandable). BROKER UNDERSTANDS THAT BY MAKING THE WARRANTY CONTAINED IN THIS UBPARGRAPH 4-(a) THAT BROKER IS WARRANTING THE ACCURACY OF ALL INFORMATION CONTAINED IN ANY LOAN PACKAGE SUBMITTED TO ADCAP, TO THE EXTENT THAT BROKER HAS KNOWLEDGE OF, OR REASON TO SUSPECT, ANY INACCURACY.

- b) Absence of Claims: Except as disclosed in writing by Broker to ADCAP prior to the closing of any Loan, there is not pending or, to the best of Broker's knowledge, threatened any suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation (including an allegation of fraud by another lender) against Broker or its current or former owners, agents, or employees, which could have a materially adverse effect on the Broker's business, assets, financial condition, or reputation.
 - c) Control of Documents: With respect to any Loan Package of Loan, no Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification documentation submitted to ADCAP.
 - d) Duly Licensed: Broker possesses all necessary licenses, permits and authority to engage in the activities contemplated by this Agreement. Broker's applicable license number and its expiration date appear in the attached "Acknowledgment of Broker" (attached hereto as Exhibit "A", and incorporated by this reference herein).
 - e) Ownership: Except as otherwise disclosed in writing to ADCAP prior to the funding of any Loan, Broker shall have no direct or indirect ownership interest in any property acting as security for any Loan.
 - f) Compliance with Applicable Law: Broker will comply with all applicable state and federal laws with respect to the Loans.
 - g) No Joint-Venture or Partnership / Status of Broker: Nothing contained in this Agreement shall be construed as making the Broker a joint venture, partner, representative, employee or agent ADCAP. Broker shall not hold itself out as such, nor shall it use ADCAP's name (nor the name of any entity related to ADCAP) in any of Broker's advertising. For purposes of this Agreement, Broker is an independent contractor and Broker shall determine the method, details and means of performing all services described herein.
5. Broker's Indemnification: Broker shall indemnify and hold ADCAP and any of its shareholders, directors, officers, agents, employees, successors, and assignees harmless from and against, and shall reimburse ADCAP within thirty days of receipt of the repurchase demand any and all loss, damage liability, costs and expenses, including but not limited to reasonable attorneys' fees, broker origination fees, from any cause whatsoever, incurred by reason of or arising out of or in connection with:
- a) Any breach of any representation or warranty contained in paragraph 4 of this Agreement; and
 - b) Broker's failure to perform any obligation hereunder; and



- c) Any claim by Borrower resulting from ADCAP's failure or refusal to fund a Loan.

All of the foregoing of this Paragraph 5, is hereinafter collectively referred to as the "Loss." Without limiting the generality of the foregoing, Broker's indemnity shall extend to all instances where demands to repurchase have been made against ADCAP by any third party to which ADCAP under this Agreement shall arise upon either of the following events:

- a) ADCAP's incurring of a Loss; or
 - b) Automatically upon ADCAP's receipt of a demand from a secondary market investor to repurchase a Loan that ADCAP determines, in its sole and absolute discretion, to be enforceable, regardless of whether or not ADCAP has incurred any Loss with respect to such Loan.
6. ADCAP's Rights: Broker's obligation to fully indemnify ADCAP under this Agreement shall not be affected by ADCAP's taking of any of the following actions, which actions may be taken without regard as to whether or not notice of such actions have been given to Broker:
- a) Liquidation, repayment, retirement, or sale or resale of any Loan; or
 - b) Sale or resale of the property securing any Loan.
7. Disclosure of Information: Broker acknowledges and agrees that ADCAP may report to the appropriate state, federal, regulatory authorities and/or law enforcement agencies: (I) any instance(s) of Broker making any material omission(s) of fact(s) and/or misstatement(s) in connection with a Loan; or (II) any instance of Broker's aiding a Borrower to do the same, even if only such assistance is by Broker's mere knowledge that the Borrower is making material omission(s) of fact(s) and/or misstatement(s).
8. Termination of this Agreement: Either party may terminate this Agreement, at any time, upon written notice to the other party; provided, however, that the obligations contained in Paragraphs 3 through 10, hereto, shall survive such termination.
9. Choice of Law: This Agreement shall be governed in accordance with laws of the State of California.
10. Miscellaneous Provisions:
- a) Right of Offset: Amounts owed by Broker to ADCAP under this Agreement may, at ADCAP's option and in its sole and absolute discretion, be offset by ADCAP against any payments then or thereafter owed by ADCAP to Broker.
 - b) Notices: All notices required hereunder shall be in writing and shall be deemed to have been given, made, and received only (I) upon delivery, if personally delivered to party; (II) one business day after the date of dispatch if by facsimile transmission; (III) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (IV) three business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested, at the appropriate address appearing below:

If to ADCAP:

Advantage Capital Equity Solutions
5720 Ralston St Ste 200



Ventura, CA 93003
Attn.: Lane T. Bacon/CarlosR.

If to Broker:

Attn.: _____

- c) Legal Fees: In the event that any legal action or other proceeding is brought forth for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
- d) Assignment / Successors and Assigns: Broker may not assign this Agreement.
- e) Entire Agreement / Amendments: This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and contemporaneous agreements, representations, writings and understandings. No supplement, modification or amendments shall be binding unless executed in writing by both parties.
- f) Waivers, Remedies: Failure or delay to audit any Loan or to exercise any right shall not act as a waiver of any other right, 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 provision, 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 non-exclusive.
- g) Partial Invalidity: If in the event that any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.
- h) Further Assurances: Each party shall perform any further acts and execute and deliver such documents as may be reasonably necessary to carry out the provisions of this Agreement.

Advantage Capital Equity Solutions, Inc.
5720 Ralston St, Ste 200
Ventura, CA 93003

By: _____

Broker Agreement

ADCAP

No Alterations Accepted



Lane T. Bacon

Company: _____

Address: _____

City, ST, Zip: _____

By: _____ (Signature)

Name: _____ (Type or Print)

Its: _____

By: _____ (Signature)

Name: _____ (Type or Print)

Its: President / Owner / Partner (Circle One)

By: _____ (Signature)

Name: _____ (Type or Print)

Its: _____ (Type or Print)

No alterations are acceptable to Advantage Capital Equity Solutions, Inc. By signing this agreement any altered portions of this agreement revert to their original form and intent. This agreement is 8 pages, including the Exhibits "A" and all are required to complete this agreement.



Exhibit "A"
Acknowledgment Of Broker

Date: _____
Advantage Capital Equity Solutions, Inc.
5720 Ralston St, Ste 200
Ventura, CA 93003
Attn: Lane T. Bacon

In reference to the preceding Broker Agreement:

The undersigned Broker is duly licensed under the Business and Professions Codes of the state in which the Broker is conducting business. The undersigned hereby acknowledges and certifies to ADCAP the following:

- A. Broker has read and understands the foregoing Agreement; and
- B. Broker will abide by the terms of the Agreement in accordance with (I) state law governing real estate lending and (II) all regulations of the California Department of Real Estate, or relevant state agency, issued there under.

By affixing his signature hereto, Broker acknowledges the foregoing statements and will abide by the terms contained herein.

By: _____
Signature of Designated Broker

Name: _____

Its: _____
Position / Title

No.: _____
License Number / State of Issue



TPO Application Checklist

Complete and sign your Third Party Originator (TPO) Application. Review the Application Submission Checklist below and for each item that applies to your business, please provide the documentation or information requested. A complete application and supporting documentation will assure a faster turn around time. If you have any questions, please contact your ADCAP Account Executive at 877-712-3227.

- TPO Certified – TPO Application** – Remove the application form from this folder. Complete and sign the application and include the documentation outlined in this checklist. Only complete applications will be processed. Enter all names with complete address, city, state, and zip codes and all methods of contact (phone, fax, & email).
- Professional License/Approvals** – A copy of your professional license, broker's license, business license, lender's license, etc., must be included with your application. License must have the name of the business or owner's and be active. Expired licenses will delay the processing of your package.
- Broker Documents** – With your Broker Application, please complete the Broker Resolution and have the appropriate individuals sign where indicated. If you are a Corporation please provide a copy of your Articles of Incorporation and if doing business under a different name than your registered corporate name, include a copy of your d.b.a. filing. *Names must match your application and license.*
- Errors & Omissions and Fidelity Bond Insurance** – If you have a current E&O policy or a Fidelity Bond in effect, please provide a photocopy of the policy or bond declaration page. Include the name, address and phone number of the issuing insurance company and your agent.
- Resumes for Owners, Principals and Key Employees** – Please provide a resume for each principal owner, majority stockholder (persons with 10% or more of the corporate stock issued).
- W-9 Request for Taxpayer ID Number** – Complete the enclosed W-9 with all required information, sign and return to Advantage Capital Equity Solutions, Inc., Inc. with all items in this checklist.
- Authorization Form** – Each Principal and Broker of record must sign the Credit Authorization.
- Where to Send Completed Packages** – Mail your completed application, reviewing the *Application Submission Checklist*, and providing all documentation required, send your original, completed & signed package to: Advantage Capital Equity Solutions, Inc. Attn.: Quality Control, 5720 Ralston St Ste 200, Ventura, CA 93003
(Scanned & Emailed copies of Agreement are acceptable)



Company/Broker Information (Main Office / Parent Company)

Business Name: _____ DBA: _____

Address: _____

Street Address *Unit #*

City *State* *ZIP Code*

Phone: () _____ Alternate Phone: () _____

E-mail Address: _____ FAX #: _____

Broker(s) Name(s): _____

Broker(s) SSN: _____

Years in Business: _____

Contact: _____ Phone #: _____

Type of Business: Mortgage Banker Mortgage Broker Bank/S&L Credit Union

Corporate Filing Information

Date Incorporated: _____ County: _____

FEI # _____ If no FEIN, SSN: _____

License / Approval

License # _____ Date Issued: _____ Expiration Date: _____

Home Address of Broker: _____

Phone # _____ Email: _____

FHA / HUD/ Fannie Mae / Freddie Mac / Veterans Affairs

FHA/HUD #: _____ Date Approved: _____

Fannie Mae #: _____ Date Approved: _____

Veterans Affairs #: _____ Date Approved: _____

Freddie Mac #: _____ Date Approved: _____



Principals				
Name:	_____	Phone #:	_____	
Title:	_____	Percent Owned:	_____ D.O.B.	
Address:	_____			_____
		City	State	Zip
Email:	_____	SSN:	_____	

Name:	_____	Phone #:	_____	
Title:	_____	Percent Owned:	_____ D.O.B.	
Address:	_____			_____
		City	State	Zip
Email:	_____	SSN:	_____	

Name:	_____	Phone #:	_____	
Title:	_____	Percent Owned:	_____ D.O.B.	
Address:	_____			_____
		City	State	Zip
Email:	_____	SSN:	_____	

Name:	_____	Phone #:	_____	
Title:	_____	Percent Owned:	_____ D.O.B.	
Address:	_____			_____
		City	State	Zip
Email:	_____	SSN:	_____	

Name:	_____	Phone #:	_____	
Title:	_____	Percent Owned:	_____ D.O.B.	
Address:	_____			_____
		City	State	Zip
Email:	_____	SSN:	_____	



Branch Offices			
Branch Name:	Phone #:	FAX #:	
Contact:	Title:		
Address:	City	State	Zip

Branch Name:	Phone #:	FAX #:	
Contact:	Title:		
Address:	City	State	Zip

Branch Name:	Phone #:	FAX #:	
Contact:	Title:		
Address:	City	State	Zip

Branch Name:	Phone #:	FAX #:	
Contact:	Title:		
Address:	City	State	Zip

Branch Name:	Phone #:	FAX #:	
Contact:	Title:		
Address:	City	State	Zip

Branch Name:	Phone #:	FAX #:	
Contact:	CARLOS R.	Title:	
Address:	City	State	Zip



Credit Authorization

A consumer credit report is required to complete the Advantage Capital Equity Solutions, Inc. TPO (Third Party Originator) process. **Each Principal, Owner, or Broker of Record must sign this Credit Authorization.** Names of all Principals with a 10% or greater equity holding must also be listed on the TPO Broker Application Form contained in this application package.

Advantage Capital Equity Solutions, Inc. is hereby authorized to obtain verification of information from any source (including character and credit references) and obtain a personal consumer credit report in connection with this loan brokerage application. Advantage Capital Equity Solutions, Inc. is further authorized to update my/our credit report annually and maintain a history of this data for review by lenders accepting the Advantage Capital Equity Solutions, Inc. TPO program.

Principal/Owner/Broker Date

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Principal/Owner/Broker Date

Principal/Owner/Broker Date

