

THIS AGREEMENT is entered into the State of California this _____ day of _____, _____ between

VestCap, hereinafter referred to as “VC”, and _____
hereinafter referred to as “Broker.”

WHEREAS, the parties wish to establish a non-exclusive relationship between and for the benefit of VC and Broker, Broker will submit to VC, from time to time, selected and completed applications of eligible applicants for mortgage loans for review, underwriting and potential approval by VC.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter contained, the parties agree as follows:

1. Commitment to Responsible Lending:

Broker hereby affirms that it shares VC’s commitment to abide by fair lending principle and its primary obligation is to act in the best interest of any loan applicant and, therefore, agrees to always:

- A. Carefully analyze each applicant’s financial situation. Broker will only submit loans to VC on behalf of an applicant whose financial situation demonstrates an ability and willingness to repay the loan.
- B. Ensure each applicant obtains an identifiable benefit from the terms of the loan.
- C. Refrain from knowingly or intentionally steering or directing an applicant into a loan product that is not based upon the best credit grade that the applicant would qualify for under VC’s underwriting guidelines. In accordance with this standard, Broker will not knowingly submit an application for a non-prime loan for an applicant who is eligible for and whose needs are met by a prime loan.
- D. Disclose to each applicant all of VC’s loan programs that the applicant is eligible for (i.e. full-doc, no-doc).
- E. Operate in full compliance with all federal and state lending, non-discrimination, and brokering laws and regulations, including the disclosure of all fees on the Good Faith Estimate and HUD-1 Settlement Statement.
- F. Ensure, to the best of Broker’s ability, that each and every loan submission contains no false or misleading information, including, but not limited to, ensuring:
 - i. The true source of the down payment is disclosed to VC.
 - ii. The appraisal is a truly independent analysis of the value of the collateral free from undue influence by any interested person.
 - iii. The applicant’s true credit characteristics are accurately calculated and disclosed.

Broker acknowledges and shares VC’s commitment to preventing mortgage fraud. Broker understands that VC views fraud as both a criminal and predatory practice and that VC may report fraud to licensing and/or criminal authorities and may civilly sue brokers and agents that participate in fraudulent activity.

2. General Broker Responsibility:

Broker shall perform all of the following duties and functions at Broker’s sole expense and Broker agrees to truthfully provide and perform these conditions in addition to the other promises, representations and covenants contained herein:

- A. Submit to VC completed mortgage loan application packages (“Packages”) from applicants using such forms and under such programs, procedures and fee schedules as VC periodically may establish.

C. Furnish VC the applicant's credit, financial and other information as VC may require.

D. Provide such additional information as VC may reasonably request to assist VC in marketing the mortgage loans to the secondary market. Broker understands that such a request may occur after the closing of the mortgage loan by VC.

E. Perform such other services as VC shall require to close the mortgage loans.

F. Provide a written evaluation of why any approved applicant fails to close a mortgage loan.

G. Comply with all applicable local, state and federal laws, including but not limited to, Real Estate Settlement Procedure Act, the Equal Credit Opportunity Act, the Truth in Lending Act, the Fair Credit Reporting Act and any other governmental regulatory requirements relevant to brokerage of real property secured loan applications in each jurisdiction where the real property securing the promissory note is located.

3. Submission and Processing of Loan Application Packages:

Broker will take information from prospective mortgage loan borrowers and submit to VC a completed, original loan application package together with such related materials as may be designated by VC. All such applications and related materials shall be in the form and content as specified by VC. In the event any form is incomplete or VC requires additional information to evaluate the loan application, Broker will use its best efforts to assist in obtaining such additional information and/or documentation.

In connection with the submission of any loan application to VC, Broker will perform the following services, as applicable, but without limitation: (i) initiate/order verification of employment (VOEs) and verifications of deposits (VODs), plus any additional documents required to establish income, employment, and cash available for closing; (ii) initiate/order credit reports and requests for mortgage and other loan verifications; (iii) initiate/order appraisals of the property proposed as security for the loan; (iv) initiate/order inspections or engineering reports; (v) provide disclosures (truth-in-lending, good faith estimates, etc.) to the applicants as required by applicable law or as required by VC; and (vi) participate in the loan closing, if requested by VC. In addition, Broker will perform at least one of the following services for each loan funded hereunder: (a) analyze the applicants' income and debt and pre-qualify the applicants to determine the maximum mortgage loan that the applicants can afford; (b) educate the applicants in the home financing process and advise the applicants about the different types of credit products available, and demonstrate how closing costs and monthly payments would vary under each product; (c) collect financial information (tax returns, bank statements) and other related documents that are part of the application process; (d) assist the applicants in understanding and clearing credit problems; and (e) maintain regular contact with the applicants between application and closing to apprise them of the state of the application and the satisfaction of any outstanding conditions to closing, and to gather any additional credit, financial and other information as needed. VC reserves the right, exercisable in VC's sole discretion, to require Broker to perform any or all of the foregoing services. Broker shall review the accuracy and completeness of all information provided by loan applicants, and shall at all times maintain the integrity of Broker's loan application and processing operations.

4. Broker Compensation:

Subject to the full satisfaction of the conditions specified herein, VC shall compensate Broker on a loan-by-loan basis for each Mortgage Loan VC funds pursuant to this Agreement. When the proceeds of the Mortgage Loan have been disbursed to, or for the benefit of, the borrowers on a Mortgage Loan, that Mortgage Loan has been "funded" by VC. Compensation will be paid in the manner and at the time specified by VC. Broker shall properly and fully disclose all such compensation to Borrower. No compensation shall be owed by VC to Broker on account of any Mortgage Loan that is not funded by VC. Broker and VC agree that the compensation paid by VC to Broker pursuant to this Agreement is to compensate Broker for the Broker's origination of each Mortgage Loan funded by VC, for services performed by Broker in connection with such Mortgage Loan, and in recognition of the value to VC of the use of Broker's staff and facilities in connection with the origination of the Mortgage Loan. The parties agree that, notwithstanding any provisions of this Agreement to the contrary, the compensation paid to Broker shall not be greater than the reasonable value of the goods, services, facilities and other value added by the Broker which reasonable value must be determined based on the facts and circumstances pertaining to the Mortgage Loan. Should VC determine that Broker's compensation as to a Mortgage Loan exceeds a reasonable amount, VC may withhold such compensation pending investigation and resolution.

5. Obligations to Deliver Loans:

Broker will use its best efforts to ensure the closing of each Mortgage Loan registered and rate-locked with VC. As liquidated damages for loss of a bargain and not as a penalty, Broker agrees to pay such reasonable fees or charges, as VC may from time to time establish by prior notice to Broker, for withdrawal of a Mortgage Loan registered with VC. VC shall have the right to review, from time to time, upon reasonable prior notice to Broker, Broker's files and other documents pertaining to registered Mortgage Loans that have failed to close. Such review will be conducted in a manner that does not unreasonably interfere with Broker's normal operations. If requested by VC, Broker shall provide a written evaluation of why an approved borrower fails to close a Mortgage Loan and shall furnish to VC such

information and documentation including, without limitation, a copy of the Equal Credit Opportunity Act adverse action notice provided to the applicant, as VC may reasonably request.

6. Broker's Representations and Warranties:

Broker represents and warrants to VC at the time any mortgage loan Package is submitted to VC and at the time any mortgage loan is funded and closed that:

A. No Mortgage loan is (a) subject to the provisions of the Homeownership and Equity Protection Act of 1994 as amended ("HOEPA"), (b) a "high cost" mortgage loan, "covered" mortgage loan or "predatory" mortgage loan under any federal, state or local law, or (c) subject to any comparable federal, state or local statutes or any other statute or regulation providing assignee liability to purchasers or holders of such mortgage loans.

B. No predatory, abusive or deceptive lending practices, including but not limited to, the extension of credit to a mortgagor without regard for the mortgagor's ability to repay the mortgage loan and the extension of credit to a mortgagor which has no apparent benefit to the mortgagor, were employed in connection with the origination of the mortgage loan.

C. None of the statements or information contained in any mortgage loan Package will contain any untrue or erroneous statement or omission of a material fact that would, in any way, affect VC's mortgage loan application review and approval. Broker understands that by making the warranty contained in this paragraph, it is warranting the accuracy of all information contained in any loan Package submitted to VC, whether or not Broker has knowledge or reason to suspect any inaccuracy or omission. Broker acknowledges that the information in the Packages may be subject to VC's independent verification, underwriting approval or quality control review but this shall not affect Broker's duties, responsibilities, representation and warranties hereunder and Broker shall not be entitled to rely on such actions of VC to in any way relieve Broker of his responsibilities, representations and warranties herein.

D. Unless otherwise exempt, Broker is in compliance with all business licensing requirements to do business in the state(s) in which Broker originates any mortgage loan and possesses and agrees to maintain as valid, all necessary licenses, permits, and authority to engage in activities contemplated by this agreement.

E. Unless disclosed to VC in writing before the funding of any mortgage loan, Broker shall not receive any direct or indirect payment from any person other than the applicant with respect to the mortgage loan, including, without limitation, a payment involving escrow, appraisal or sale, and Broker (and Broker's agents, employees, officers and directors) shall have no direct or indirect ownership in any property intended as security for the mortgage loan being reviewed by VC for purposes of purchase.

F. Broker, if it is a corporation, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has full power and authority to own its assets and carry on its business as it is now being conducted, and is duly qualified to transact business where such qualification is required.

G. Broker meets the applicable standards set forth in the Guidelines for doing business with VC. Neither Broker, nor any of its current or former (during the time of their employment by Broker) officers, directors, principal shareholders (if Broker is a corporation), partners (if Broker is a partnership), or loan officers or originators have ever been excluded from conducting business with FNMA, FHLMC, FHA or the VA, or indicted, convicted or under investigations for any criminal offenses or any fraudulent activity related to mortgage lending.

H. Broker has no knowledge nor any reason to know (i) of any damage to the property proposed as security for the loan by fire, windstorm or other casualty, (ii) that any property has been or will be condemned, (iii) of any detrimental conditions, which could reasonably be expected to adversely affect the market value of the property proposed as security for the loan including, but not limited to, expansive soils, underground mines or storage tanks, soil subsidence, landfills, superfund sites, special study zones, noncompliance with all applicable environmental laws, or other conditions similar to any of the foregoing, (iv) of any or outstanding mechanics' or materialmen's liens which are or may be a lien prior to, or of equal priority with, the lien of the security instrument except those which are affirmatively insured against by the title insurance policy, (v) of any outstanding oil, gas or other mineral interest not owned or controlled by the proposed borrower which might jeopardize the security interest in the property or any manner diminish the value of the property as security for the loan, (vi) of any circumstance or condition which might indicate that the appraisal is incomplete or inaccurate or that the value of the property proposed as security for the loan might not be at least the amount reported therein, or (vii) of any circumstances or conditions with respect to the property proposed as security for the loan (including, without limitation, lack of any required inspections, licenses, or certificates, required by law), the borrower or the borrower's credit standing that could reasonably be expected to cause private institutional investors to regard the loan as an unacceptable investment, or cause the loan to become delinquent, or adversely affect the value or marketability of the loan. For purposes of the foregoing, Broker shall be deemed to have "knowledge" of all information and documentation known to or in the possession of Broker's employees, representatives, agents, and contractors, as well as any persons or entities which have entered into any contractual arrangement with Broker to originate mortgages under Broker's name including, without limitation, any persons or entities participating in a "net branch" or similar arrangement with Broker, (such persons and entities hereinafter referred to as "Third Party Originators").

I. Broker has complied with (i) all terms, conditions, and requirements of the Guidelines and this Agreement and (ii) all applicable federal, state and local laws and regulations, including, without limitation, making all disclosures relating to the amount and source of compensation or revenue paid to Broker by a borrower, VC, or third parties.

J. Except as otherwise disclosed to VC in writing before the brokering of any loan, Broker: (i) has not received, and has no agreement to receive, any direct or indirect payment from any third party with respect to the loan application package (or the related real estate transaction), including without limitation, payments from escrow agents, appraisers, or real estate brokers, or agents of borrowers, and (ii) unless disclosed in writing in advance to and approved by VC, has no direct or indirect ownership interest in any property acting as security for the loan. Broker will not collect any fees in advance of closing from prospective borrowers unless permissible under applicable law and regulation and fully disclosed to VC. Broker has not advanced funds or induced, selected or knowingly received an advance of funds by a party other than the borrower for the payment of any amount required to obtain the loan.

K. All improvements upon the mortgaged property are insured by an insurer acceptable to VC against loss by fire, hazards of extended coverage and such other hazards as are customary in the area where the mortgaged property is located, in an amount not less than the minimal amount set forth in the Guidelines for the applicable loan program. Each such insurance policy contains a "standard mortgagee clause" and such other clauses and endorsements as specified in the Guidelines.

L. Broker represents that no Mortgage Loan will be brokered to VC that was originated by any party other than Broker or Broker's employees, without the express written consent of VC. Each such representation and warranty will survive any due diligence review by VC, the closing, and funding of each Mortgage Loan, the liquidation or repurchase of any Mortgage Loan, the resale of any Mortgage Loan, and the termination of this Agreement and will be a continuing representation and obligation of Broker, its successors and permitted assigns, inuring to the benefit of VC, its successors, and assigns.

M. With respect to any Mortgage Loan represented to be insured by private mortgage insurance, if such insurance has been arranged by Broker, the insurer has issued its certificate evidencing that the loan is insured according to the standards required by VC and the property mortgage insurance premium and any other sums due to the insurer has been paid to said insurer. Whether or not private mortgage insurance has been arranged by Broker, nothing has been done or omitted, the effect of which act or omission would be to invalidate the contract of insurance.

N. All real estate appraisals made in connection with each mortgage loan shall have been performed in accordance with VC's Underwriting Guidelines and in accordance with industry standards in the appraising industry in the area where the appraised property is located and accurately represents the value of the appraised property.

O. That all mortgage loan applications submitted to VC will be originated and prepared by trained employees of Broker, competent in all relevant aspects of mortgage lending activities and will be properly originated, prepared and completed in accordance with the procedures and guidelines of VC which shall be known to Broker. Further, Broker agrees to deliver to VC any and all exhibits or documents obtained or prepared by the Broker in connection with each loan submitted.

P. That Broker has the requisite authority and capacity to enter into this Agreement.

Q. If VC has determined that the property proposed as security for a Mortgage Loan is located in a special flood hazard area and that flood insurance is available under the National Flood Insurance Act of 1968, as amended, then the property is covered by a flood insurance policy in the required amount with an insurer acceptable to VC. Broker has provided prospective borrowers with the Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance as prescribed by the Flood Disaster Protection Act of 1973, as amended, not later than the deadline imposed by such Act.

7. Broker is an Independent Contractor:

Broker acknowledges that nothing in this Agreement shall be construed to create a joint venture between Broker and VC. In addition, nothing in this Agreement shall be construed to make Broker a partner, agent, representative, or employee of VC, and Broker shall not hold itself out as such. Broker may not use VC's name in any advertising medium. Broker agrees that it shall conduct any and all business activities as an independent contractor to VC. As an independent contractor, Broker shall determine the method, details and means of performing of all services described within this Agreement.

8. Indemnification:

Broker shall agree to indemnify and hold harmless VC and its shareholders, directors, officers, agents, attorneys, employees, successors and assignees from and against (and shall reimburse the same with respect to) any and all loss, damage, liability, cost and expense, including reasonable attorney's fees incurred by reason of, or arising out of, or in connection with:

- A. Any breach of any representation or warranty contained in this Agreement; or
- B. Broker's failure to perform any obligation hereunder; or
- C. Any claim by an applicant resulting from VC's failure or refusal to fund a loan.

Without limiting the generality of the foregoing, in the event of any breach of any representation, warranty or covenant contained in this Agreement by Broker, Broker's indemnity shall extend to third party to which VC has sold any loan or to any assignee thereof.

9. Early Payment Default:

At the option and direction of VC, the Broker shall immediately purchase from VC any Mortgage Loan where any of the first three (3) scheduled payments due to VC are not made by the borrower within the calendar month due. In lieu of purchasing any such delinquent Mortgage Loan from VC, in VC's sole discretion, Broker may enter into an indemnification agreement to reimburse VC for any and all costs, expenses, losses, etc. relating to such delinquent loan. If VC requires a purchase of any such delinquent Mortgage Loan under this Section, the repurchase price will be calculated as described in Section 7 below.

10. Remedies for Breach of Representations and Warranties:

Upon discovery by either Broker or VC of a material and adverse breach of any representation or warranty in this Agreement, Broker shall, upon demand, purchase any Mortgage Loan materially affected thereby. VC shall exercise such option by written notice to Broker. Within ten (10) days thereafter, Broker shall pay the full repurchase amount by wire transfer to VC and forward all appropriate instruments of assignment, all of which shall be without recourse to VC (or such investor, if applicable). For purposes of this Section 7, the "Mortgage Loan" shall mean both funded loans and the real property security for any Mortgage Loan should VC or any investor become the owner thereof through foreclosure or otherwise. The price which Broker will pay to VC to purchase a Mortgage Loan shall be calculated as follows: (i) if the loan has been sold or assigned to a secondary market investor by VC, the repurchase price shall be equal to (a) all amounts paid by VC to such assignee (including any servicing release fee or other fee or premium) to repurchase such loan, plus (b) accrued but unpaid interest on such loan from the date of repurchase by VC from such secondary market investor through the date of repurchase by Broker from VC, plus (c) the borrower's current escrow/impound account balance, if any; or (ii) if the loan has never been sold or assigned by VC, the repurchase price shall be equal to (a) the unpaid principal balance of the Mortgage Loan, plus (b) any accrued but unpaid interest through the date of repurchase of the loan, less any fees previously paid to VC (but excluding any applied buydown subsidy), plus (c) borrower's current escrow/impound account balance, if any, deposited with VC, plus (d) any fees or premium previously paid to Broker by VC, plus (e) other costs incurred by VC related to the loan through the date of Broker's purchase. Upon Broker's purchase of a Mortgage Loan, Broker shall also assume all servicing obligations in connection therewith.

11. VC Obligation and VC and/or its Contract Underwriter Has Sole Discretion to Approve Mortgage Loans:

VC agrees to review all packages submitted to them by Broker; however, mortgage loan approval (or the purchase of the mortgage loan) shall be within VC's sole discretion. Broker shall not represent that VC has approved or will approve any mortgage loan until Broker is so informed by VC in writing. Mortgage loans shall close in the name of VC and VC shall appear on the promissory note as beneficiary. In the event that a mortgage loan application is denied, VC shall cause to be delivered to Broker a statement of credit denial, termination or change. Broker agrees to inform Applicant of the adverse action on the mortgage loan application in accordance with the regulations of the Equal Credit Opportunity Act.

13. Change in Underwriting Standards:

Broker agrees that VC’s underwriting standards may be amended at any subsequent time upon reasonable prior written notice to Broker. Upon such change and written notice, Broker shall comply with all modified underwriting guidelines and modifications thereto. In the event VC purchases a mortgage loan which does not comply with guidelines, the exception must be pre-approved in writing by VC and VC may purchase such loans at VC’s option and sole discretion; provided, however, that any such purchase shall not constitute a waiver of any other guidelines, except as to that loan, and shall not obligate VC to purchase any other mortgage loans which do not strictly conform to said guidelines.

14. Inspection Rights of VC:

Broker agrees to keep and maintain its books and records as to mortgage loans hereunder so as to meet and comply with Federal and State laws and regulations. Broker hereby grants permission and authority to VC to audit said files. Broker understands that VC will maintain an active Quality Control System and that VC may routinely re-verify pertinent credit documentation and appraisals submitted by Broker even after a loan is closed or sold to VC.

Broker agrees and authorizes VC to verify, monitor, and report the business quality of the Broker and Broker’s brokerage business at VC’s expense. VC may use industry sources such as, but not limited to, MARI, Dunn & Bradstreet, and other business credit reports to obtain and report, as the case may be, such information. Notwithstanding the provisions of Section 20 hereof, VC reserves, in its sole discretion, the right to cancel this Agreement based on such findings.

During the term of this Agreement, Broker will furnish VC with (i) copies of all renewals of its licenses within thirty (30) days after same are issued to Broker by the applicable regulatory authorities; and (ii) copies of Broker’s audited financial statements promptly after the same become available (in the event Broker does not obtain an audited financial statement, Broker will furnish VC with its internally prepared financial statements, certified by Broker’s chief financial officer to be prepared in accordance with generally accepted accounting principles consistently applied with any exceptions thereto expressly noted). If requested by VC, Broker shall also provide any other information reasonably related to substantiating Broker’s continuing eligibility to participate in VC’s loan programs.

15. Notices:

All notices required herein shall be in writing and shall be deemed to have been given, made and received:

- a. one business day after the date of dispatch, if by facsimile with a confirmed transmission.
- b. one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed, overnight delivery; or
- c. three business days after deposit in the United States mail, certified mail, postage prepaid, return receipt requested, at the addresses appearing below.

All notices required to be given may be given by registered or certified mail addressed as follows:

If to VC:	VestCap 620 Newport Center Dr Suite 1100 Newport Beach, CA 92660	If to Broker:
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Or at such other offices or addresses as either party shall inform the other in accordance with this paragraph.

16. No Assignment of Broker’s Rights or Duties:

Broker shall not have the right to assign any of its duties, obligations, or rights under this Agreement without the prior written consent of VC, which consent is subject to VC’s sole discretion.

17. Arbitration of Disputes, Attorneys Fees:

Any controversy, claim or dispute among the parties arising out of this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Orange County, California and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction, including the Superior Court of California, County of Orange. The fees and costs incurred in any such arbitration (exclusive of each parties attorneys fees and costs) shall be borne equally between the parties. However, the prevailing party from such arbitration shall be entitled to recover its attorney's' fees in addition to any other relief to which it may be entitled. Should either party fail or refuse to pay its share of the fees and costs, then the non refusing party may advance those fees and costs and the non paying party shall then be deemed to have waived their right to participate in the binding arbitration and shall be precluded from participating in the arbitration unless and until they have reimbursed the advancing party. Any such reimbursement must be at least 14 days prior to the Arbitration Hearing date in order to cure the default of the non paying party.

18. Entire Agreement:

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporary Agreements, representations and understandings. No supplement, modification or amendment shall be binding unless executed by both parties, except where VC has been specifically granted the right to do so hereunder. It is the intention of the parties hereto that this Agreement shall be construed under and according to the substantive laws of the state of California and shall not be binding until executed by VC. All questions regarding the validity, interpretation or performance of any of its terms, representations and warranties of any rights or obligations of the parties shall be governed by the laws of the State of California.

20. Enforceability of Agreement:

If any provision of this Agreement is held valid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

21. Further Acts of Parties:

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.

22. Captions:

Any captions hereunder are for convenience or reference only and are not to be construed, confining or limiting in any way to the scope or intent of the provisions hereof.

23. Waiver:

The Failure or delay to exercise any right hereunder 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. The waiver of any breach, term, provision or condition of this Agreement shall not be construed to be a waiver of any other breach, term, provision or conditions. All remedies afforded by this Agreement, or breach hereof, shall be cumulative, that is, in addition to all other remedies provided herein at law or in equity.

24. Power of Attorney:

Broker hereby irrevocably makes, constitutes, and appoints VC and any of its properly designated officers, employees, or agents as its attorney-in-fact to do any and every act that Broker is obligated or required to do to effectuate the transfer of a Mortgage Loan to VC. This shall include, but not be limited to, the right to sign or correct documents and do all those things necessary on behalf of Broker to carry out Broker's duties or obligations in any such transfer or sale. This power, being coupled with an interest, is irrevocable until this Agreement is terminated and all of Broker's obligations hereunder have been fully satisfied.

25. Rights of Offset:

If any amount Broker owes to VC under this Agreement or the Guidelines remains outstanding for more than thirty (30) days after it is due, Broker hereby authorizes VC to deduct from any subsequent Mortgage Loans brokered hereunder all such amounts due VC. Any such offset may be exercised by VC at any time and from time to time without prior notice to or demand upon Broker, all of which are hereby waived by Broker; provided, however, that VC shall notify Broker within a reasonable time after effecting any such offset, but failure to give any such notice shall not invalidate any such offset.

26. Termination:

This Agreement will continue until terminated by either party. Either party may terminate this Agreement without cause upon fifteen (15) days prior written notice to the other. Either party may terminate this Agreement immediately without prior notice for cause, including, without limitation, breach of any representation, warranty, promise, or agreement made or deemed to be made in this Agreement or the Guidelines, or default in performance of any duty, obligation or responsibility hereunder or under the Guidelines. VC reserves the right to terminate this Agreement without prior notice if Broker has brokered no loans to VC within any consecutive six (6) month period. All representations, warranties, rights to audits, indemnity obligations, and other remedies will survive the termination of this Agreement.

27. Future Communication:

Broker permits and authorizes VC and its affiliates to send to Broker and Broker's employees, via e-mail or facsimile transmission, (a) notifications concerning changes to existing products, (b) new product features, (c) general business communications, and (d) other

marketing materials. Broker acknowledges that such information is provided by VC for use by Broker and Broker's employees pursuant to the ongoing commercial relationship between Broker and VC, as outlined herein.

28. Proprietary Information/Non-Circumvention:

Broker acknowledges that unique lending programs, processes, guidelines, and procedures (the "VC Programs") constitute a trade secret and represent proprietary information owned solely by VC. Broker agrees that Broker, its officers, directors, employees, agents, successors, and assigns will keep VC's Programs confidential and will use VC's Programs only in conjunction with this Agreement. Broker further agrees that Broker its officers, directors, employees, agents, successors, and assigns will not circumvent VC by dealing directly with VC's investors regarding any loan program. This clause shall survive the termination of this Agreement for 5 years and shall be enforceable by and in addition to any other remedies allowable by law.

29. Costs and Expenses:

All costs and expenses incurred in connection with Broker's transfer and delivery of any Mortgage Loan to VC, including without limitation, Broker's attorney's fees, shall be paid by Broker.

30. Change of Ownership, Financial Condition or Senior Management:

Broker will promptly advise VC of any material adverse change in its business or financial condition, or any change in its ownership or management. Broker shall also immediately inform VC in writing of any change in status of any required license and of any pending, threatened, or final judicial, administrative, or regulatory action or order that may impact the status of a required license or its eligibility under this program. In addition to VC's rights to terminate this Agreement as provided in this Agreement, VC may refuse to fund loans submitted by Broker if VC reasonably determines that Broker will be unable to fulfill any of its obligations under this Agreement.

Broker:

VestCap

By: _____

By: _____

Its: _____

Its: _____