

LOAN CORRESPONDENT/BROKER AGREEMENT

THIS LOAN CORRESPONDENT/BROKER AGREEMENT, (the "Agreement"), made this _____ day of _____, _____, by and between _____, (the "Correspondent/Broker", the Seller), an entity as set forth on the last page of this Agreement, organized and existing under the laws of _____, with its principal place of business at _____

and, **Trust One Mortgage Corporation** ("Trust One Mortgage", the Trust One Mortgage), a corporation organized and existing under the laws of the State of California, with a place of business at 108 Pacifica, Suite 300 Irvine, California 92618.

WITNESSETH:

WHEREAS, Correspondent/Broker is in the business of originating, and/or brokering, and/or soliciting loans including but not limited to the types identified below:

- (a) Conventional one-to-four family loans for sale and/or assignment to Trust One Mortgage for further sale to investors;
- (b) Direct property improvement single and multi-family loans insured by the US Department of Housing and Urban Development's Federal Housing Administration (each a "Title I Loan") for sale and/or assignment to Trust One Mortgage for further sale to investors, and;
- (c) One-to-four family loans insured by the US Department of Housing and Urban Development's Federal Housing Administration or guaranteed by the Veterans Administration for sale and/or assignment to Trust One Mortgage for further sale to investors;

WHEREAS, Correspondent/Broker desires to sell and Trust One Mortgage desires to purchase Loans, in accordance with the terms of this Agreement. The parties intend this Agreement to govern all Sales and Purchases of loans as defined by this Agreement between the parties.

NOW, THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings specified below.

"Affiliate" with respect to any Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with such Person.

"Agreement" means this Agreement and all Exhibits hereto as the same may from time to time be amended or supplemented by one or more instruments executed by all Parties hereto.

"Assignment" means a document, sufficient under the laws of the jurisdiction where the related Mortgaged Property is located, to reflect all transfers of the Mortgage Instrument.

"Borrower" means any obligor under a Mortgage Note and Mortgage Instrument.

"Business Day" means any day other than Saturday, Sunday, or other day on which banking institutions in the State of California are required or authorized by law or by executive order to be closed.

"Commitment" means the agreement of Trust One Mortgage to purchase/fund eligible Loans from Correspondent/Broker.

"FHA" means the United States Department of Housing and Urban Development acting by and through the Federal Housing Administration and any successor thereto.

"HUD" means US Department of Housing and Urban Development.

"HUD Handbook 1060.2 REV 5" is the HUD handbook for Title I Property Improvement and Manufactured Home Loan Regulations, 24 CFR Parts 201 and 202.

"Insurer" means the FHA office, which insures any FHA loan or the VA office, which guarantees any VA loan.

"Loan(s)" means all loan application packages, promissory notes, Trust Deeds, Mortgages, assignments of Deed of Trust or Mortgages, whether or not brokered, originated, funded, or assigned to Trust One Mortgage by Correspondent/Broker.

"Loan File" means the file containing the Loan Documents with respect to a Loan, as well as the application, credit and closing packages, custodial documents, servicing documents, escrow documents, mortgage documents and all other files, records and documents necessary to establish the eligibility of the Loans for purchase or funding by Trust One Mortgage, insurance by all Insurers of purchase or pooling by an Investor.

"Mortgage Instrument" means any deed of trust, security deed, mortgage, or any other instrument, which constitutes a lien on the improved Mortgaged Property securing payment by a Borrower of a Mortgage Note.

"Loan Documents" means the Mortgage Instrument and Mortgage Notes.

"Mortgage Note" means the mortgage note, deed of trust note, security deed note or other form of promissory note executed by a Borrower and secured by a Loan Instrument evidencing the indebtedness of the Borrower.

"Mortgaged Property" means any one-to-four family residential dwelling, land, that is encumbered by a Mortgage Instrument, including all buildings and fixtures thereon and all accessions thereto including installations of mechanical, electrical, plumbing, heating and air conditioning systems located in or affixed to such buildings.

"Parties" means Correspondent/Broker and Trust One Mortgage.

"Person" shall mean an individual, corporation, partnership, limited liability company, joint venture, trust or unincorporated organization or a federal, state, city, municipal or foreign government or an agency thereof.

"Purchase of Loan" means the purchase, funding, or acceptance of transfer, conveyance or delivery of Loans from Correspondent/Broker by Trust One Mortgage.

"Sale of Loan" means the sale, assignment, brokering, transfer, conveyance or delivery of Loans by Correspondent/Broker to Trust One Mortgage.

"Sale Date" means the date on which the Loan is sold/assigned by Correspondent/Broker to Trust One Mortgage hereunder.

"Servicing Rights" means the obligations to administer, collect the payments for the reduction of principal and application of interest, pay taxes and insurance, remit collected payments, provide foreclosure services, provide full escrow administration and any other obligations required by any owner of the Loans, together with the right to receive the servicing fee income and any ancillary income arising from or connected to the Loans. Servicing Rights shall include the related escrow or impound accounts created and maintained by Seller with respect to the Loans for the deposit and retention of interest and principal, taxes, assessments or ground rents, hazard and mortgage insurance and other related escrow or custodial items.

"RESPA" means Real Estate Settlement Procedures Act (12 U.S.C. @ 2601 et seq.)

"VA" means the Veterans Administration.

Section 1.2 General. The terms defined herein include the plural as well as the singular and the singular as well as the plural.

ARTICLE II PURCHASE AND SALE OF LOANS

Section 2.1 Purchase and Sale of Loans. (a) Subject to the warranties, representations, covenants, and agreements herein, from time to time pursuant to this Agreement, Correspondent/Broker may offer to sell and deliver to Trust One Mortgage, and Trust One Mortgage may acquire, fund or purchase from Correspondent/Broker, all Correspondent/Broker's rights, title and interest in and to certain Loans, including without limitation the related Servicing Rights. Each such Loan shall conform in all respects to all terms, conditions, representations, warranties and covenants in this Agreement. Nothing in this Agreement shall be construed as obligating Trust One Mortgage to purchase any Loan.

(b) From time to time during the term of this Agreement, Trust One Mortgage shall determine and make known to Correspondent/Broker its eligibility criteria and registration procedures for the Purchase of Loans based on factors such as loan limits, loan-to-value ratios, interest rates, points and fees, payment features, documentation requirements, and credit standards. These eligibility criteria are subject to change by Trust One Mortgage from time to time upon notice to Correspondent/Broker.

(c) Correspondent/Broker shall submit to Trust One Mortgage the Loan File for approval or rejection of the Loan; Trust One Mortgage shall seek to make the underwriting and purchase determination with respect to such Loan in its sole discretion in accordance with such eligibility criteria. Each such submission constitutes a certification by Correspondent/Broker that the representations and warranties contained in this Agreement are true with respect to any Loan.

(d) All loans approved to be purchased, funded, acquired or made by Trust One Mortgage will be closed in accordance with and subject to Trust One Mortgage's written closing instructions and conditions, on forms prescribed by Trust One Mortgage.

(e) Trust One Mortgage shall have the sole responsibility to handle the underwriting, approval and funding of each loan application. Correspondent/Broker and Trust One Mortgage expressly agree and acknowledge that Correspondent/Broker shall have no right, power or authority, expressed or implied, to approve a Loan orally or in writing on behalf of Trust One Mortgage, or to issue to prospective Borrowers on behalf of Trust One Mortgage any type of binding commitment to loan funds. Correspondent/Broker covenants that it will not act outside the scope of its authority hereunder and will not hold itself out to prospective Borrowers as having the authority to approve Loans or to issue loan commitments on behalf of Trust One Mortgage. Notwithstanding the foregoing, the Correspondent/Broker acknowledges that it has a fiduciary duty to Trust One Mortgage, (i) To use its best efforts to assure that the loan is eligible for sale to Trust One Mortgage and, (ii) To disclose all relevant facts and circumstances relating to Borrower, the Mortgaged Property, the Seller of the Mortgaged Property and the eligibility of the loan.

Section 2.2 Commitment. This Agreement contemplates that the Correspondent/Broker and Trust One Mortgage will enter into Commitments for the purchase and Sale of Loans. Such Commitments may result from the written acceptance of oral communication. Correspondent/Broker and Trust One Mortgage agree that, (i) Each Commitment shall be a binding contract subject to the performance by the Correspondent/Broker of its obligations specified herein, the performance of such obligations being conditions to Trust One Mortgage's performance; (ii) Each Commitment shall be deemed to contain and incorporate each and every term and condition of this Agreement.

Section 2.3. Purchase Price. (a) The purchase price for the Sale, (or sale of loan including but not limited to acquisition, assignment or transfer of Loan to Trust One Mortgage shall consist of the aggregate of: (i) A percentage of the outstanding balance of the loan, as set forth in the Commitment, (ii) Accrued interest thereon through the Sale Date, and (iii) Such other amounts as may be set forth in the Commitment, fees and charges, and other amounts due to Trust One Mortgage by Correspondent/Broker hereunder regardless of whether the

amounts deducted relate to the loan being net funded. In connection with each closed loan, Correspondent/Broker shall be entitled to retain any loan origination fee, excess discount points or other fees and charges paid by Borrower to Correspondent/Broker and not otherwise required to be paid to Trust One Mortgage hereunder.

(b) It is understood and agreed that this document is a best efforts agreement and that there is no guarantee from Correspondent/Broker as to the amount of loan volume, if any, Correspondent/Broker will deliver. Correspondent/Broker agrees to use its best efforts to close and deliver each loan in which Trust One Mortgage has issued a Lock-In if said loan is approved and closed, but has no liability in the event a locked in loan is not closed and delivered with the exception of loans where Trust One Mortgage has issued a mandatory lock-in. Any mandatory rate lock-in loans will be subject to any pair-off market penalties. Property inspections are the responsibility of Trust One Mortgage. All withdrawn and declined loans are subject to actual fees incurred.

ARTICLE III GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF CORRESPONDENT

As an inducement to Trust One Mortgage to enter into this Agreement and to consummate each Sale of Loan hereunder, Correspondent/Broker represents and warrants to Trust One Mortgage as follows, (it being acknowledged that each such representation and warranty is made to Trust One Mortgage as of both the date of execution hereof and the Sale Date):

Section 3.1 Due Incorporation and Good Standing. Correspondent/Broker is and shall continue to be duly organized, validly existing and in good standing under the laws of its state of organization during the time of its activities with respect to the origination, making, acquiring, brokering, and selling loans. Correspondent/Broker has and shall continue to maintain in full force and effect all licenses, registrations and certifications in all appropriate jurisdictions to conduct all activities performed with respect to the origination, making, acquiring and selling of the loans. Where required, Correspondent/Broker is approved by and in good standing with FHA and VA. Correspondent/Broker meets any and all of the eligibility criteria specified by Trust One Mortgage.

Section 3.2 Authority and Capacity. Correspondent/Broker has all requisite organizational power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement, and any related agreements or instruments and the consummation of the transactions contemplated hereby and thereby, each has been duly and validly authorized by all necessary organizational action. This Agreement and any related agreements or instruments each constitutes a valid and legally binding agreement of Correspondent/Broker, enforceable in accordance with its terms.

Section 3.3 Effective Agreement. The execution, delivery and performance of this Agreement, and any related agreements or instruments by Correspondent/Broker, its compliance with the terms hereof and thereof, and consummation of the transactions contemplated hereby and thereby, will not violate, conflict with, result in a breach of, constitute a default under, be prohibited by, or require any additional approval under its organizational operational instruments and/or bylaws, or any instrument or agreement to which it is a party or by which it is bound or which affects the purchase, or servicing of the loans, or any state or federal law, rule, or regulation or any judicial or administrative decree, order, ruling or regulation applicable to it or to the origination, making, or servicing of the loans.

Section 3.4 Compliance with Contracts and Regulations. Correspondent/Broker has complied with all applicable (i) Agreements and contracts and, (ii) Federal, state and local laws and regulations, with respect to, and the violation of which might adversely affect, any of the loans or result in material cost or liability to Trust One Mortgage.

Section 3.5 Litigation. There is no litigation, proceeding, claim, demand, or governmental investigation pending or, to the knowledge of Correspondent/Broker, threatened, nor is there any order, injunction or decree outstanding against or relating to Correspondent/Broker, which could have a material adverse effect upon any of the loans, result in liability to Trust One Mortgage or materially impair the ability of the Correspondent/Broker to perform its obligations hereunder, nor does Correspondent/Broker know of any material basis for any such litigation, proceeding, claim or demand or governmental authority or arbitration board or tribunal to which

Correspondent/Broker is a party or is subject, and Correspondent/Broker is not in violation of any laws, ordinances, governmental rules or regulations to which it is subject.

Section 3.6 Statement Made. No representation, warranty or written statement made by Correspondent/Broker in the application to Trust One Mortgage to become eligible to sell loans, this Agreement, or in any schedule, exhibit, report, loan file, written statement or certificate furnished to Trust One Mortgage in connection with the transactions contemplated hereby by the Correspondent/Broker, contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading. The information contained in the application of the Correspondent/Broker to Trust One Mortgage for approval to sell loans continues to be true, accurate and complete in all material respects, except as otherwise disclosed in writing to Trust One Mortgage.

ARTICLE IV SPECIFIC REPRESENTATIONS AND WARRANTIES AS TO LOANS

As further inducement to Trust One Mortgage to enter into this Agreement and to consummate the Purchase of loans of Loans hereunder, (it being acknowledged that each such representation and warranty is made to Trust One Mortgage as of the Sale Date), Correspondent/Broker represents and warrants to Trust One Mortgage as follows:

Section 4.1 Insurer/Investor Requirements. Each Loan conforms to the specifications set forth by Trust One Mortgage and Insurer/Investor and Insurer/Investor regulations, rules, guides and handbooks for loans eligible for sale to or insurance by Trust One Mortgage or Insurer/Investor. There are no circumstances or conditions with respect to the Mortgaged Property, the Borrower or the Borrower's credit standing or nature of improvement that could be expected to cause Trust One Mortgage not to make the loan, the Insurer/Investor to insure/purchase the loan, cause the loan to become delinquent, or adversely affect the value or marketability of the loan.

Section 4.2 Enforceability of the Loan. The Loan is not subject to any of right of rescission, set-off, counterclaim or defense, including the defense of usury, nor will the operation of any of the terms of the Mortgage Note or the Mortgage Instrument, or the exercise of any right thereunder, render either the Mortgage Note or the Mortgage Instrument unenforceable, in whole or in part, or subject to any rescission, set-off, counterclaim or defense, including the defense of usury, as a result of any act, error or omission of Correspondent/Broker or of any other party of which Correspondent/Broker is aware.

Section 4.3 Payments and Advances. Correspondent/Broker has not advanced funds, or induced, solicited or knowingly received any advance of funds by a party other than the Borrower, directly or indirectly, for the payment of any amount required under or to obtain the loan. The Borrower has made any down payment required in connection with the Loan, and has received no concession from the Correspondent/Broker, or any other third party.

Section 4.4 Regulatory Compliance. Any and all requirements of Correspondent/Broker under any Federal, State or Local Law including, without limitation, usury, truth-in-lending, real estate settlement procedures, ("RESPA"), consumer credit protection, equal credit opportunity, disclosure, or securities laws, or Insurer/Investor requirements, applicable to the loan have been satisfied.

Section 4.5 Mortgage Insurance. There are no defenses, counterclaims, or rights of set-off, or other facts or circumstances affecting the eligibility of the loan for insurance/purchase by the Insurer/Investor, as a result of any act, error, or omission of Correspondent/Broker or any other party, (other than Trust One Mortgage).

Section 4.6 Type of Mortgaged Property. The Mortgaged Property consists of a single or multiple parcel of real property with a detached single-family residence erected thereon, or a two-to-four family dwelling, or an individual unit in a condominium or planned unit development, however, that any unit conform to Insurer/Investor requirements with respect to such dwellings. Mobile homes and manufactured dwellings may be purchased by Trust One Mortgage.

Section 4.7 Good Title. The Loan is not assigned or pledged, and Correspondent/Broker has good and marketable title thereto, without any basis for forfeiture thereof, and Correspondent/Broker is the sole owner and

holder of the loan free and clear of any and all liens, pledges, charges of security interests of any nature and has full right and authority, subject to no interest or participation of, agreements with, or approval of, any other party, to sell, assign and transfer the same pursuant to this Agreement.

Section 4.8 Loan File. The Loan File contains each of the documents and instruments required by Trust One Mortgage, applicable law or Insurer/Investor requirements and/or specified to be included therein duly executed and in due and proper form and each such document or instrument is genuine and in conformance and the information contained therein is true, accurate and complete. The Loan was originated in accordance with applicable standards in effect at the time the Loan was originated.

Section 4.9 Occupancy on Owner-Occupied Properties. For each loan represented as an owner occupied loan, at the time that each Loan was originated the Borrower represented that the Mortgaged Property was owner-occupied or would become owner-occupied within the prescribed time frame, and would continue to be owner-occupied. A signed occupancy statement shall be executed by the borrowers. Correspondent/Broker has no reason to believe that the mortgaged property will not be so occupied.

ARTICLE V GENERAL REPRESENTATIONS AND WARRANTIES OF TRUST ONE MORTGAGE

As an inducement to Correspondent/Broker to enter into this Agreement, (it being acknowledged that each such representation and warranty is made to Correspondent/Broker as of both the date of execution hereof and each Sale Date). Trust One Mortgage represents and warrants to Correspondent as follows:

Section 5.1 Due Incorporation and Good Standing. Trust One Mortgage is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Trust One Mortgage is qualified to transact business in each jurisdiction in which such qualification is deemed necessary. Trust One Mortgage is properly licensed and qualified to transact business in all appropriate jurisdictions to conduct all activities performed with respect to the making, purchase and servicing of the loans and is or shall be approved by each of the respective Investors, VA and FHA to sell and service the loans transferred hereunder.

Section 5.2 Authority and Capacity. Trust One Mortgage has all requisite corporate power, authority and capacity to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, each have been duly and validly authorized by all necessary corporate action. This Agreement constitutes a valid and legally binding agreement of Trust One Mortgage enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws or equitable principles affecting the enforcement of creditor's rights generally.

Section 5.3 Effective Agreement. The execution, delivery and performance of this Agreement by Trust One Mortgage, its compliance with the terms hereof and the consummation of the transactions contemplated hereby, will not violate nor conflict with or result in a breach of or constitute a default under, be prohibited by, or require any additional approval under the certificate of incorporation, bylaws, or any other instrument or agreement to which it is a party to or by which it is bound to or which affects the loans, or any state or federal law, rule or regulation or any judicial or administrative decree, order, ruling or regulation applicable to it or to the loan.

ARTICLE VI COVENANTS

Section 6.1 Delivery of Documents. Correspondent/Broker agrees to do, at its sole cost and expense, all acts necessary to perfect title to the loans to Trust One Mortgage, and shall sell, assign and deliver to Trust One Mortgage as part of the loan file with respect to the purchase of each such loan, the required documents all subject to the approval of Trust One Mortgage and its legal counsel as to proper form and execution. Failure by Correspondent/Broker to deliver to Trust One Mortgage, one or more original documents including those relating

to curing or replacement of deficient documentation, as set forth in a timely manner as determined by Trust One Mortgage, shall obligate the Correspondent/Broker to repurchase / indemnify the loan pursuant to Section 7 of this Agreement.

Section 6.2 No Personal Solicitation. Correspondent/Broker hereby agrees that it will not take any action or cause any action to be taken by any of its agents, Affiliates, or independent contractors working on its behalf, to personally,

by telephone or mail, solicit; (a) The prepayment of any loan by any Borrower, in whole or in part, without the prior written consent of Trust One Mortgage or, (b) The sale or provision of any financial service or products including without limitation, (i) Checking and savings accounts, certificates of deposit, safe deposit boxes, automatic teller machines, second trust deeds and credit cards, and, (ii) Ordinary life, ordinary health, credit life, credit disability, credit unemployment and any other forms of group or individual insurance coverage's without prior written consent of Trust One Mortgage. Correspondent/Broker agrees that neither it nor its Affiliates will prepare or disseminate, for compensation or otherwise, any mailing list of the Borrowers to parties other than Trust One Mortgage. Any Loan paid off within 90 days of closing will require a full reimbursement of any premiums, rebates, yield spread premiums, service release premiums to Trust One Mortgage within fifteen (15) days of written demand, whether or not the Borrower was solicited by Correspondent/Broker.

Section 6.3 Power of Attorney. Correspondent/Broker hereby irrevocably appoints Trust One Mortgage as it's true and lawful attorney, with full power of substitution, in it's name and stead and on its behalf, for the purpose of taking any action with respect to, or effectuating any further sale, assignment, transfer or delivery of, any loan, Mortgage Instrument, Mortgage Note, or Mortgaged Property or any part thereof or any interest therein. Correspondent/Broker hereby ratifying and confirming all that such attorney or any substitute shall lawfully do by virtue hereof. If so requested by Trust One Mortgage, or any successor or assign of Trust One Mortgage, Correspondent/Broker shall ratify and confirm any such action, sale assignment, transfer or delivery by executing and delivering all such instruments and other documents as may be designated in any such request.

Section 6.4 Supplementary Information. From time to time prior to and after the Sale Date, Correspondent/Broker shall furnish to Trust One Mortgage such information supplementary to the information contained in the documents and schedules delivered pursuant hereto which is reasonably available to Correspondent/Broker as Trust One Mortgage may reasonably request or which may be necessary to enable Trust One Mortgage to file any reports due in connection with the loans or servicing rights or to determine the continuing eligibility of Correspondent/Broker to sell loans to Trust One Mortgage.

Section 6.5 Confidentiality. Correspondent/Broker acknowledges that as a result of this Agreement with Trust One Mortgage, it will learn of or will have access to various trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches and other information in various forms, which such information is used or useful in the conduct of Trust One Mortgage's business, including its origination, sale and servicing of mortgage products and its methods of market strategy, (hereinafter collectively referred to as "Confidential Information"). Correspondent/Broker further acknowledges that: (i) Although all or any part of such Confidential Information may be obtainable from other sources, it can only be obtained or developed at great expense over a long period of time and all such Confidential Information is therefore an extremely valuable and important business asset in Trust One Mortgage's business, and (ii) The Confidential Information is the exclusive property of Trust One Mortgage. Correspondent/Broker shall not, at any time either during or after the term of this Agreement, directly or indirectly, use, disclose, publish, transfer, reveal, disseminate or otherwise publicize or make available to anyone the Confidential Information which Correspondent/Broker learns, or to which it has had access or which was revealed to it during the term of this Agreement, unless Trust One Mortgage provides its prior written consent.

Section 6.6 Further Assurances. Correspondent/Broker shall, at any time and from time to time, promptly, and upon reasonable request of Trust One Mortgage or its representatives, execute, acknowledge, deliver or perform all such further acts, deeds, assignments, transfers, conveyances, any requested documents and assurances as may be required for the better vesting and confirming to Trust One Mortgage and its successors and assigns of title to the loans or as shall be necessary to effect the transactions provided for in this Agreement. Correspondent/Broker shall cooperate with Trust One Mortgage's quality control efforts.

Section 6.7 Notice. Correspondent/Broker shall give prompt written notice to Trust One Mortgage of any action, event or condition of any nature, which may lead to or result in a material adverse effect upon the business, operations, assets, or financial condition of the Correspondent/Broker or the loans or of any other of the circumstances outlined in Section 7.1 hereof.

Section 6.8 Approvals. Correspondent/Broker shall obtain and maintain in full force and effect, and satisfy at all times all related eligibility criteria in order to maintain in full force and effect, without material impairment, suspension or revocation, all federal and state governmental approvals, registrations, qualifications, permits and licenses necessary both to perform its obligations hereunder and to conduct the origination business. Correspondent/Broker shall submit to Trust One Mortgage copies of all final and draft audits, examinations, evaluations, monitoring reviews and reports of its operations, (including those prepared on a contract basis for any such agency), and any remedies or sanctions proposed, imposed or required as a result thereof, including without limitation notices of actual or notice of potential defaults, notice of potential or notice of actual termination of commitment authority or approved status, notice of potential or notice of actual imposition of supervisory agreements or interim servicing agreements, and notice of potential or notice of actual probation, suspension, or non-renewal.

Section 6.9 Financial Statements. Correspondent/Brokers shall furnish to Trust One Mortgage, as soon as available and in any event within ninety, (90), days after the close of each fiscal year, a statement of income and any changes in shareholder's equity or ownership, as the case may be, of Correspondent/Broker, (and, if applicable, its subsidiaries, on a consolidated basis), for such year, the related balance sheet as at the end of such year (setting forth in comparative form the corresponding figures for the preceding fiscal year), all in reasonable detail and accompanied by an unqualified opinion of an accounting firm satisfactory to Trust One Mortgage, or other independent certified public accountants of recognized standing selected by the Correspondent/Broker and acceptable to Trust One Mortgage.

Section 6.10 Inspections. Correspondent/Broker shall permit Trust One Mortgage to inspect its office facilities, and all loan records, documents or other relevant information during regular business hours upon request by Trust One Mortgage. All expenses associated with such inspections shall be borne by Trust One Mortgage.

Section 6.11 Board of Directors Resolution. Concurrently with the delivery of this Agreement, Correspondent/Broker shall deliver to Trust One Mortgage, on not later than the first delivery or submission for approval of any loan hereunder and within forty five (45) days from the execution of this Agreement, a copy of resolution of the Board of Directors of Correspondent/Broker, certified by the Secretary of Correspondent/Broker, or if not a corporation, a like approval certified by the General Partner, proprietor or Chief Executive Officer of Correspondent/Broker, to the effect that the execution of this Agreement by the Correspondent/Broker and the performance of the obligations of Correspondent/Broker under this Agreement have been duly authorized by the Correspondent/Broker's governing Directors or owners, or are within the scope and coverage of a general authorization adopted by the Correspondent/Broker's governing Directors or owners, as applicable, which is in full force and effect and application of which includes the officers of Correspondent/Broker signatory hereto.

ARTICLE VII REMEDIES

Section 7.1 Indemnification. In addition to any other rights and remedies that Trust One Mortgage may have, Correspondent/Broker shall indemnify and hold Trust One Mortgage, its stockholders, affiliates and respective officers, directors, employees and agents, harmless from and against, and shall reimburse it or them for, any repurchase demand by an Insurer/Investor, any losses, (including pair-off fees and loss of Servicing Rights),

damages, deficiencies, claims, causes of action or expenses of any nature, (including attorney's fees), incurred before or after any Sale Date to the extent resulting from;

(a) Any misrepresentation, (intentional, actual, reasonable, negligent or otherwise), made by Correspondent/Broker, or any breach of warranty by Correspondent/Broker, contained in this Agreement, or in any schedule, exhibit, report, statement or certificate furnished by Correspondent/Broker pursuant to this Agreement, irrespective of any actual or constructive knowledge by Correspondent/Broker of such misrepresentation;

(b) The non-fulfillment or non-performance of any covenant, condition or action required of Correspondent/Broker pursuant to this Agreement;

(c) Any indication of fraud in the origination of any loan, either immaterial or material, whether or not as a result of any act or omission of Correspondent/Broker, or any employee, representative or agent of Correspondent/Broker; or

(d) Any delinquency during any one of the first six payments, which remains delinquent for a period of sixty days.

Section 7.2 Repurchase. In the event there exists a basis to demand indemnification under Section 7.1 hereof with respect to any loan, in addition to any other rights and remedies that Trust One Mortgage may have, Trust One Mortgage, subject to any limitations of the applicable Insurer or Investor, may demand that Correspondent/Broker either cure such breach in all material respects or repurchase the loan from Trust One Mortgage or the applicable Investor/Insurer. The purchase price under this section for any repurchased loan shall equal the sum of:

(a) The aggregate unpaid principal balance thereof, plus all accrued and unpaid interest accruing thereon to the date of repurchase, reduced by the amount of the unearned portion of any unpaid interest of the loan,

(b) All accrued and unpaid interest thereon through the end of the month, in which the repurchase occurs,

(c) The Service Release Premium, Yield Spread Premiums and:

(d) All other unreimbursed costs, expenses and advances incurred by Trust One Mortgage in connection with such loan after the Sale Date.

Such purchase or repurchase shall be accomplished by wire transfer or certified funds with fifteen (15) Business Days following receipt from Trust One Mortgage of written demand from Trust One Mortgage pursuant hereto. Correspondent/Broker shall prepare the Assignment and pay all costs and expenses reasonably incurred by Trust One Mortgage in effecting and reconveyance of a repurchased loan including, without limitation, the cost of recording the Assignment of the related Mortgage Instrument. Upon completion of such purchase or repurchase by Correspondent/Broker, Trust One Mortgage shall forward to Correspondent/Broker copies of all servicing records and all documents relating to such repurchased loans.

ARTICLE VIII TERMINATION

Section 8. 1 Termination. This Agreement may be terminated at any time; (a) By mutual written consent of Correspondent/Broker and Trust One Mortgage; or (b) By either Party, without cause, upon thirty (30) days notice

to the other Party; or (c) By Trust One Mortgage if: (i) Without the prior approval of Trust One Mortgage, there occurs a change in control of Correspondent/Broker; (ii) In Trust One Mortgage's sole discretion, any material adverse change occurs in the business, operations, assets, senior officers, or financial condition of Correspondent/Broker or its quality of origination operations; or (iii) There occurs any of the circumstances outlined in Section 7.1 (a)-(c) hereof.

Section 8.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 8.1 hereof, this Agreement shall forthwith become void and Trust One Mortgage shall not be required to purchase loans; provided, however, that termination of this Agreement pursuant to section 8.1 hereof shall not release any party from liability for its own misrepresentation or for any breach by it prior to such termination of any covenant, agreement or warranty contained herein.

ARTICLE IX MISCELLANEOUS

Section 9.1 Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the applicable Sale Date and delivery of the loans to Trust One Mortgage and shall not terminate, notwithstanding the termination of this Agreement, any restrictive or qualified endorsement on any Mortgage Note or Trust One Mortgage's examination or failure to examine any loan file or Trust One Mortgage's approval of any loan for purchase.

Section 9.2 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 9.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

Section 9.4 Entire Agreement. This Agreement and any commitment executed in connection herewith contain the entire agreement between the parties and supersede all prior agreements, arrangements and understandings relating to the subject matter thereof. There are no written or oral agreements, understandings, representations or warranties between the parties other than those set forth herein and therein. Trust One Mortgage reserves the right to amend specific terms and/or conditions of this agreement upon 30 days written notice to Correspondent/Broker.

Section 9.5 Rights Cumulative; Waivers. The rights of each of the parties under this Agreement are cumulative, may be exercised as often as any party considers appropriate and are in addition to each such party's rights under any other documents executed between the parties or, except as otherwise modified herein, under law. The rights of each of the parties hereunder shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any such rights shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right. At any time prior to any sale, Correspondent/Broker and Trust One Mortgage may: (a) Extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) Waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto or (c) Waive compliance with any of the agreements of the other party contained herein or satisfaction of any of the conditions to the performance of its obligations contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party granting the extension or waiver.

Section 9.6 Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Section 9.7 Notices. All notices and other communications hereunder shall be in writing (including a writing delivered by facsimile transmission) and shall be deemed to have been duly given when: (a) Delivered, if sent by registered or certified mail, (return receipt requested), (b) When delivered, if delivered personally or by

teletype or (c) On the second following business day, if sent by United States Express Mail or overnight courier, in each case to the parties at the following addresses (or at such other addresses as shall be specified by like notice), or (d) entire fifth following business day, if sent by United States regular mail, postage prepaid.

If to Correspondent/Broker to:

If to Trust One to:

**TRUST ONE MORTGAGE CORPORATION
108 Pacifica, Suite 300
Irvine, CA 92618
Attention: Quality Control Department**

Section 9.8 Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California without reference to the choice of law principles thereof.

Section 9.9 Severability. In the case any provision in this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 9.10 Non-Performance. In the event the Correspondent/Broker shall default in the performance of any of its obligations or liabilities under this agreement, Trust One Mortgage shall have the right, at any time and from time to time, without notice, to offset and to appropriate or apply any and all deposits of money or property or any other indebtedness at any time held or owing by Trust One Mortgage to or for the credit of the account of the Correspondent/Broker against and on account of obligations and liabilities of the Correspondent/Broker under this Agreement.

Section 9.11 Reasonable Attorneys' Fees. In the event it is necessary for either party to enforce its legal right under this agreement whether by litigation or arbitration, the prevailing party shall be entitled to all reasonable attorney's fees and costs, including, but not limited to, attorney fees and costs on appeal, or in the collection of any judgment rendered hereunder.

Section 9.12 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Correspondent/Broker shall not assign this Agreement nor any rights hereunder, including, without limitation, the right to receive compensation or money due hereunder, without the prior express written consent of Trust One Mortgage. Correspondent/Broker shall not delegate any duty hereunder without the prior express written consent of Trust One Mortgage.

Section 9.13 Relationship of Parties. The relationship between the parties is an independent contractor relationship, and Correspondent/Broker is not, and shall not represent to third parties that it is acting as, an agent for and on behalf of Trust One Mortgage. Notwithstanding the foregoing, Correspondent/Broker acknowledges that it has a fiduciary duty to Trust One Mortgage to deliver eligible loans for sale and assignment to Trust One Mortgage.

IN WITNESS WHEREOF, each of the undersigned parties to this Agreement has caused this Agreement to be duly executed in its legal name by one of its duly authorized signatories, all as of the date first above written.

"CORRESPONDENT/BROKER"

A _____
(State of Organization) (Type of Organization)

By : _____

Its : _____

Print
Name : _____

"TRUST ONE MORTGAGE "
A CALIFORNIA CORPORATION

By : _____

Its : _____

Print
Name : _____