



MORTGAGE LOAN BROKER AGREEMENT

This Mortgage Loan Broker Agreement (the "Agreement") is made as of _____ (the "Effective Date"), by and between (Company's Legal Name) _____, ("Broker") and Pacific Union Financial, LLC DBA theLender.

Pacific Union Financial, LLC DBA theLender and Broker desire to establish a nonexclusive relationship whereby Broker may from time to time solicit, negotiate, package, process, originate and, pursuant to the terms and conditions of the Contract Documents, defined below, as amended from time to time, submit Application Packages to Pacific Union Financial, LLC DBA theLender for underwriting, approval, and funding consideration, and which Application Packages may be accepted by Pacific Union Financial, LLC DBA theLender in Pacific Union Financial, LLC DBA theLender's sole discretion. The Parties hereby agree as follows:

1. Defined Terms. Terms used in this Agreement shall have the meanings specified herein and in the Guide.

2. The Guide. The Loans hereunder shall conform with all applicable provisions and requirements of (a) this Agreement, (b) any addenda to this Agreement (the "Addenda"), (c) Pacific Union Financial, LLC DBA theLender's Representations and Warranties and any other documents or agreements entered into from time to time by and between the Broker and Pacific Union Financial, LLC DBA theLender (collectively, the "Guide"), (d) any program announcements, bulletins, alerts or other updates issued by Pacific Union Financial, LLC DBA theLender and made accessible to Broker from time to time (the "Announcements") (the Agreement, the Addenda, the Guide and the Announcements, each as may be amended or revised from time to time hereafter, are hereinafter collectively referred to as the "Contract Documents.") The Contract Documents including the Guide are incorporated into this Agreement by reference and made a part of this Agreement. The Broker agrees to comply in all respects with the terms and requirements of the Contract Documents. Pacific Union Financial, LLC DBA theLender reserves the right to amend or modify the Guide and the Announcements from time to time hereafter in its sole and absolute discretion, and shall provide the Broker with notice via Pacific Union Financial, LLC DBA theLender's website(s) of all amendments and modifications hereto.

3. Relationship. Broker is an independent contractor. Broker is not an agent or employee of Pacific Union Financial, LLC DBA theLender, Broker shall make no representation or suggestion that it is an agent or employee of Pacific Union Financial, LLC DBA theLender and Broker has no authority to approve any Loan or commit Pacific Union Financial, LLC DBA theLender in writing or orally to make a Loan. Pacific Union Financial, LLC DBA theLender shall have the right, in its sole and absolute discretion, to determine the acceptability of an Application Package for funding, and Broker shall not represent to any person, including Borrower, that Pacific Union Financial, LLC DBA theLender has approved or will approve any Application Package.

4. Compensation. All Broker Compensation shall be in accordance with the Guide, including any alerts, bulletins and pricing sheets issued by Pacific Union Financial, LLC DBA theLender, and shall be subject to change from time to time in Pacific Union Financial, LLC DBA theLender's sole discretion. All Broker Compensation shall be in compliance with Applicable Requirements, including the loan originator compensation provisions of Regulation Z and its commentary, including without limitation those found at 12 C.F.R. Sections 226.36(a), (d), (e) and (f) and Comments 36(a), 36(d), 36(e), and 36(f), as amended from time to time ("The Rule"). Broker has in place written compensation plans for each of its loan originator employees in compliance with applicable law and regulations, including but not limited to the Rule. In transactions wherein Broker elects to be paid by the applicant rather than Pacific Union Financial, LLC DBA theLender, Broker may receive compensation from the applicant for a Loan if and only if (a) the fee is disclosed in a written agreement between the applicant and Broker, (b) complies with all federal, state and local laws and regulations, including but not limited to the Real Estate Settlement Procedures Act ("RESPA"), (c) is commensurate with the services actually rendered by Broker, and (d) is within the most recent limitations established as of the Submission Date and as of the Closing Date by Pacific Union Financial, LLC DBA theLender in the Contract Documents, including Pacific Union Financial, LLC DBA theLender's pricing information, which is subject to change at any time in Pacific Union Financial, LLC DBA theLender's sole discretion.

5. Representations of Broker. Neither applicant nor any of its owners or corporate officers (i) currently are subject to any supervisory and/or enforcement action by any state or federal regulator; (ii) along with any loan originator or processor has ever been denied, suspended or disqualified from brokering mortgages, been included on an exclusionary list by any lender, investor, agency, or private mortgage insurer, or ever had a lending, real estate or other professional license suspended or revoked, (iii) appear as an individual or entity on the Freddie Mac Exclusionary List or the Department of Housing and Urban Development's Limited Denial of Participation List (LPD List, (iv) been contacted, either verbally or in writing, by Mortgage Asset Research Institute (MARI) regarding a complaint against your company, (v) been named as a defendant in a criminal proceeding/complaint/conviction for alleged fraud or

misrepresentation in connection with any real estate activity, or ever been convicted of a felony or crime (excluding traffic violations) or (vi) had any formal complaints, lawsuits or judgments been filed against you or your company by any state regulatory agency within the past three years.

6. Confidentiality and Branding. Each party agrees to: retain all confidential information of the other party in confidence, use confidential information only for the purposes contemplated under the Contract Documents, and not disclose the other party's Confidential Information to any third party without the prior written consent of the other party except as required by law. Broker shall not use Pacific Union Financial, LLC DBA theLender's name, brand, trademark, intellectual property or any other reference to Pacific Union Financial, LLC DBA theLender without Pacific Union Financial, LLC DBA theLender's express written consent.

7. Remedies and Indemnification. In addition to any other rights and remedies that Pacific Union Financial, LLC DBA theLender may have, Broker shall indemnify and hold Pacific Union Financial, LLC DBA theLender 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 Investor and any damages (including pair-off fees and loss of servicing rights) incurred before or after any Submission Date, to the extent arising or resulting from any misrepresentation made by Broker, or any breach of warranty or covenant by Broker, contained in the Contract Documents, or in any schedule, exhibit, report, statement or certificate furnished by Broker pursuant to the Contract Documents.

8. Termination. This Agreement may be terminated by either Party at any time, with or without cause, immediately upon written notice to the other party. The representations and warranties of Broker set forth herein shall survive the termination of this Agreement and the obligations of Broker with respect to all loans submitted or processed under this Agreement shall also survive termination. Any rights Pacific Union Financial, LLC DBA theLender and Broker may have acquired prior to termination hereunder in or regarding any Loan will not be affected by termination.

9. Notices. All notices hereunder must be in writing by certified or registered mail, or overnight delivery, which shall be effective upon receipt at the address below. Broker agrees that Pacific Union Financial, LLC DBA theLender may provide any notices required hereunder to Broker on Pacific Union Financial, LLC DBA theLender's website(s), including but without limitation, updates to the Guide and Announcements, or by email or facsimile, effective upon posting or sending by Pacific Union Financial, LLC DBA theLender.

TO BROKER:	TO PACIFIC UNION FINANCIAL, LLC DBA theLender:
Name:	PACIFIC UNION FINANCIAL, LLC DBA theLender
Address:	1603 LBJ Freeway, Suite 500
City/State/Zip:	Farmers Branch, TX 75234
Attention:	Attn: General Counsel

10. Miscellaneous. This Agreement shall be governed by Texas law and any dispute that relates to this Agreement shall be resolved in any court of competent jurisdiction located in Dallas County, Texas. Broker shall not assign this Agreement or any of the duties hereunder without the prior written consent of Pacific Union Financial, LLC DBA theLender. Pacific Union Financial, LLC DBA theLender may assign its rights and duties under this Agreement, and this Agreement is enforceable by the successors and assigns of Pacific Union Financial, LLC DBA theLender. This Agreement may be executed in counterparts. This Agreement replaces all prior oral or written agreements between Broker and Pacific Union Financial, LLC DBA theLender regarding the subject matter of the Agreement. Except as to Pacific Union Financial, LLC DBA theLender's amendments to the Guide and to Pacific Union Financial, LLC DBA theLender eligibility criteria, amendments and waivers must be in writing signed by the parties. Invalidity of any provision of this Agreement shall not affect the enforceability of other provisions. Amounts owed by Broker to Pacific Union Financial, LLC DBA theLender under this Agreement may, at the option of Pacific Union Financial, LLC DBA theLender, be offset by Pacific Union Financial, LLC DBA theLender against any payments then or thereafter owed by Pacific Union Financial, LLC DBA theLender to Broker.

Pacific Union Financial, LLC DBA theLender

Broker Company Legal Name:

By:

By (Signature):

Name:

Name (Signatory):

Its:

Its (Title):

Date:

Date: