

**APPLICATION FOR LOAN OFFICER POSITION
OAKTREE FUNDING CORPORATION**

Our policy is to provide equal employment opportunity to all qualified persons without regard to race, creed, color, religious belief, sex, age, national origin, ancestry, physical or mental handicap, or veteran status.

Name: Last _____ First _____ Middle _____

Date of Birth Month _____ Day _____ Year _____

Home Address _____

City _____ State _____ Zip _____

Telephone () _____ Cell Phone () _____

Social Security # _____

E-Mail Address _____ Fax # _____

Position applied for: LOAN OFFICER _____

How did you hear of this opening? _____

When can you start? _____ Wage: \$ COMMISSION ONLY

Are you a U.S. citizen or otherwise authorized to work in the U.S. on an unrestricted basis? [] Yes [] No

Have you ever been convicted of a felony? [] Yes [] No

If yes, please describe conditions: _____

Employment History: (Start with most recent employer.)

Company name _____

Address _____ Telephone _____

Starting

Date Started _____ Position _____ Date Terminated: _____

Name of Supervisor _____ May we contact? [] Yes [] No

Responsibilities _____

Reason for leaving _____

Company name _____

Address _____ Telephone _____

Starting
Date Started _____ Position _____ Date Terminated: _____

Name of Supervisor _____ May we contact? [] Yes [] No

Responsibilities _____

Reason for leaving _____

Attach Additional information if necessary.

I certify that the facts set forth in this application for employment are true and complete to the best of my knowledge. I understand that if I am employed, false statements on this application shall be considered sufficient cause for dismissal. This company is hereby authorized to make any investigations of my prior educational and employment history. I understand that employment at this company is "at will," which means that either I or this company can terminate the employment relationship at any time, with or without prior notice, and for any reason not prohibited by statute. All employment will continue on that basis. I understand that no supervisor, manager, or executive of this company, other than the president has the authority to alter the foregoing.

Signature _____ Date _____

COMMISSION SCHEDULE

All Commissions are paid as W-2 Income

Loan Originator shall earn commissions as follows:

- A. *ALL FHA/VA LOANS
 - a. LOAN ORIGATION FEE..... 85%
 - b. LOAN OVERAGES..... 85%
- B. *ALL CONVENTIONAL LOANS..... 85%
- C. Commercial Loans 50%
(points earned by OFC)
- D. Reverse Mortgage Loans 60%
- E. Any loan that is brokered loan 70%

As a virtual Loan Originator a \$395.00 transaction fee will be deducted on all files if not included in fees to borrower.

Loan Originator is required to purchase a yearly license to OFC web based processing and pricing system so proper disclosure forms are provided to all borrowers. The amount of annual fee is \$100.00 and must be paid in advance.

Loan Originator understands and agrees that any fees that are not accurately disclosed to borrower shall be deducted from the gross commission due to Loan Originator. It is the Loan Originators responsibility to beware of all current fees that may apply such as Title, Escrow, Oaktree Funding fees, Appraisal fee's etc.

Loan Originator hereby accepts the terms of this Agreement.

Date: _____

Loan Originator: _____

OAKTREE FUNDING CORPORATION

BY: _____

Title: _____



Loan Originator Agreement

This AGREEMENT is made effective by and between "Oaktree Funding Corporation," a corporation that organized and existing under the laws of the State of California with a principal place of business at 223 N. First Ave, Upland, Ca 91786 (hereinafter referred to as "OFC") and the undersigned individual _____ (Hereinafter referred as "Loan Originator")

RECITALS

WHEREAS, Loan Originator is desirous of the business of originating mortgage loans by obtaining and preparing loan application and other materials for OFC on real property from prospective borrowers.

WHEREAS, OFC is engaged in the business of originating residential and commercial mortgage loans and funding mortgage loan request.

WHEREAS, OFC has offered to Loan Originator compensation as set forth under the terms and conditions in this Agreement and OFC commission schedules as amended from time to time, and Loan Originator is willing to associate and be employed with OFC on such terms and conditions.

WHEREAS, Loan Originator acknowledges and agrees the association and employment with OFC is on an exclusive basis in that, representation of other mortgage lenders or brokers by Loan Originator during the term of this Agreement constitutes a material violation of this Agreement and shall be considered a repudiation and termination of this Agreement by Loan Originator.

NOW THEREFORE, in consideration of the above recitals, the mutual promises and agreements contained herein are mutually agreed as follows:

SECTION ONE

RELATIONSHIP AND DUTIES

A. Scope and Duties:

Loan Originator shall and hereby does associate him/herself with OFC to obtain qualified borrowers who will apply to OFC to obtain loans secured by mortgages on their existing real property or proposed purchase of real property. Loan Originator must use the means and manner by which those duties shall be performed, as approved and prescribed by OFC guidelines and procedures. Loan Originator agrees to comply with all rules, regulations, guidelines, instructions, and procedures, either now in existence or issued from time to time.

Loan Originator shall conduct business in the field under the names of Oaktree Funding Corporation, where applicable. Loan Originator shall operate under all OFC rules, conditions, policies, and regulations (collectively "Policies") currently in force and as may be amended and revised from time to time by OFC. Loan Originator shall conduct all business under all laws, regulations, directives and restrictions ("Laws") by all local, state and federal governmental agencies. ("Governing Agencies"). Loan Originator represents and warrants that Loan Originator is familiar with and will abide by all Laws and all Policies, including but not limited to those contained in the OFC Loan Originator handbook. Loan Originator recognizes that, Loan Originator shall not originate, fund, process, or broker any loans, in any state in which OFC is not licensed, or in states that the Loan Originator does not hold proper license or registration as required by state law.

Loan Originator does not have any authority to bind OFC in any capacity. Any and all pre-qualifications and loan approvals must be provided by OFC's corporate office.

Loan Originator's primary scope of responsibility is the solicitation, and origination of Loans offered by OFC, in order to produce Loans for the benefit of, and that meet the standards of OFC.

Loan Originator shall be responsible for but are not limited to the following:

- a) Taking information from the borrower and filling out the application;
- b) Analyzing the prospective borrower's income and debt to determine the maximum mortgage that the prospective borrower can afford;
- c) Educating the prospective borrower in the home buying and financing process, advising the borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments could vary under each product;
- d) Collecting financial information (tax returns and bank statements) and other related documents that are part of the application process;
- e) Provide borrower(s) with all disclosure forms required by State and Federal Laws such as RESPA and the Fair Credit Reporting Act.

B. Professional Standards:

Loan Originator will perform his/her duties under this Agreement in accordance with the laws of the State of California, the United States and any other applicable state and/or Municipal Laws, rules and regulations. In particular, Loan Originator covenants that he or she comply with the Federal Equal Credit Opportunity Act, the Fair Housing Home Mortgage Disclosure Act, the Federal Truth-in-Lending Act, and the Real Estate Settlement Procedures Act and its Regulation X. Loan Originator has an obligation to all Borrowers to ensure that Borrowers are advised of the various loan options available prior to obtaining and submitting an application to OFC.

C. Representation of OFC:

Loan Originator agrees that he/she is not authorized to bind OFC in any agreements including, but not limited to agreements for advertising, marketing, promotions, etc. unless

specifically authorized in writing by OFC in writing prior to the execution of such agreements. Loan Originator agrees that all promotional material used referencing OFC, its loan products, or pricing must be approved by OFC prior to its distribution and unless otherwise agreed upon in

writing by OFC, the cost of the promotional material will be the sole responsibility of the Loan Originator except as set forth herein, Loan Originator shall not have any authority, nor hold out to have any authority, to represent or obligate OFC in any manner whatsoever.

D. Fiduciary:

Loan Originator acknowledges that OFC, as a licensed mortgage lender/broker, may bear the responsibility to third parties for all actions of its employees. Loan Originator hereby acknowledges and agrees that Loan Originator is responsible for the content and quality of each application taken and each loan submitted. Loan Originator understands that the submission of a loan application containing false information is unlawful and is loan fraud. If Loan Originator participates in loan fraud of any kind, consequences that may result to Loan Originator may be criminal prosecution, immediate termination of this Agreement and any and all legal remedies at law or in equity.

E. Advertising and Marketing:

Loan Originator shall have the authority to represent OFC by business cards, advertisements, or other media documents, that Loan Originator is employed by OFC pursuant to obtaining mortgage loan applications. Loan Originator shall not engage in any advertising or any media marketing materials that are not approved by OFC.

F. Other Business Activities:

Loan Originator may engage in other business activities to the extent such other activities do not interfere or conflict with Loan Originator's employment, responsibilities, loyalties, obligations and duties described herein. Notwithstanding the terms of this Agreement, Loan Originator shall not (i) be associated with, or representative of, or enter into an agreement of any kind with any other mortgage brokerage or mortgage banking firm, or ii) originate any real property mortgage loans except on behalf of OFC . Further, Loan Originator agrees that before engaging in, investing in or being a part of (in any capacity) any other business or business activities that relate to, conflict with, or arise out of the Mortgage Loan industry, Loan Originator shall submit a detailed written request to OFC for permission to engage in, invest in, or be a part of (in any capacity) any such other business or business activities requesting written approval from OFC. If written approval is not given by OFC to the Loan Originator, then it is presumed that the Loan Originator is not permitted to engage in, invest in or be a part of in any capacity said business or business activities, and Loan Originator agrees not to do so.

G. Loan Applications:

OFC, in its sole discretion, may reject any loan application for any reason, and OFC is under no obligation or requirement to process any loan application originated by Loan Originator. OFC shall have sole discretion of determining which lender loan programs it will participate in and which loan applications will be processed.

H. Expenses:

Loan Originator shall promptly pay all expenses relating to the performance of Loan Originator's duties under this Agreement, including but not limited to indebtedness to OFC, Loan Originator shall be solely responsible for all of his/her expenses, including but not limited to travel, entertainment, education, dues, office expenses subscription, licenses, etc., and shall receive no remuneration or reimbursement of any nature whatsoever other than the commissions referred to herein.

I. Licenses:

Loan Originator shall, if required by state or federal law, obtain the appropriate loan Originator license (or any other required licenses) in each jurisdiction in which and from which Loan Originator solicits, offers or obtains applications in each jurisdiction, where required by law, in which and from which Loan Originator receives Compensation. Loan Originator will bear the cost of an initial and renewal fees for licensing and registrations. Loan Originator will make payment as instructed by OFC. Loan Originator shall comply with the terms, conditions and restrictions on use contained in any and all license or other contractual agreements between third party owners of any computer software and OFC, pursuant to which OFC has obtained the right to use such computer software. Loan Originator further agrees to comply with the terms of any license or other contractual agreement into which Loan Originator is required to enter with any third party computer software owner.

J. Records:

Loan Originator shall follow company guidelines and policies to maintain accurate and current records of all transactions entered into pursuant to this Agreement. Such books and records shall conform to the requirements of federal and state laws, the rules and regulations of appropriate regulatory agencies, and the policies and procedures of OFC. Loan Originator shall maintain an accurate and current file of all commission statements and other records and correspondences received from OFC and notify OFC in writing within Thirty (30) days after OFC making available such statements, records and correspondence, or any of them is inconsistent with Loan Originator's records or, in the opinion of Loan Originator, not accurate.

All book and records of Loan Originator and all their transactions shall be maintained for a period of at least five (5) years.

K. Background Information:

The Loan Originator agrees that OFC shall have the right to run credit, employment and other financial and background criminal investigations on the Loan Originator at the time OFC deems useful, whether such investigation is conducted by OFC or by an outside service or third party. The Loan Originator consents to such investigations and consents to the disclosure of any person or entity to OFC of any financial, background and employment information conducted by OFC or by an outside service or third party.

L. OFC's Exclusive Property

Any and all inventions, ideas, improvements, processes, devices, products, new uses, know-how, discoveries, trade secrets, or other information learned, created, discovered or

utilized by the Loan Originator resulting from his/her work performed in connection with OFC (including that which Loan Originator alone or jointly with others may conceive, invent, produce, or reduce to practice during his/her work performed in connection with OFC) shall be the exclusive and sole property of OFC and be kept confidential by Loan Originator. Loan Originator acknowledges and agrees the above mentioned shall be the sole and exclusive property of OFC and shall be kept confidential whether patentable or unpatentable. Loan Originator expressly waives any and all rights, interests and claims to any such inventions, ideas, improvements, processes, devices, products, new uses, know-how, discoveries, trade secrets, or other information learned, created, discovered or utilized by the Loan Originator (alone or jointly with others) resulting from his/her work performed in connection with OFC.

M. No representation by OFC:

OFC makes no representations or warranties concerning the likelihood of Loan Originators success or Loan Originator anticipated income.

SECTION TWO

GENERAL COVENANT

In the course of Loan Originator's past and future relationship with OFC, and because of the nature of Loan Originator's responsibilities, Loan Originator has previously acquired, and may in the future acquire additional, valuable trade secrets, proprietary data and other confidential information (collectively, "Confidential Information") with respect to OFC's Borrowers, competitors and business. Such trade secrets, proprietary data and other confidential information include but are not limited to the following: OFC's existing and contemplated services, products, business and financial methods and practices, plans, pricing, selling techniques, computer hardware and software systems, and special methods and processes involves in providing services, lists of OFC present and prospective Borrowers, methods of obtaining Borrowers, credit and financial data of the OFC's present and prospective Borrowers, particular business requirements of OFC's present and prospective Borrowers. In addition, Loan Originator on behalf of OFC, has developed, and may in the future further enhance or develop, personal acquaintances and relationships with OFC's present and prospective Borrowers, which acquaintances relationships may constitute OFC's only contact with such persons or entities. As a consequence thereof, the parties agree that Loan Originator occupies or will occupy a position of trust and confidence with respect to OFC's affairs and its products and services. In view of the foregoing and in consideration of the remuneration to be paid to Loan Originator and for his relationship, Loan Originator acknowledges and agrees that it is reasonable and necessary for the protection of the goodwill and business of OFC that Loan Originator make the covenants contained in Section Three herein regarding the conduct of Loan Originator during and subsequent to relationship with OFC, and that OFC will suffer irreparable injury if Loan Originator engages in conduct prohibited thereby. Loan Originator represents that observance of the aforementioned covenants will not cause Loan Originator any undue hardship nor will it unreasonably interfere with Loan Originator's ability to earn a livelihood. The covenants contained herein shall each be construed as a separate agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action of Loan Originator against OFC, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by OFC of any of those covenants.

SECTION THREE

CONFIDENTIALITY AND COVENANT NOT TO COMPETE

A. Acknowledgements by Loan Originator. In consideration of the willingness of OFC to associate itself with the Loan Originator in further consideration of all compensation to be paid to Loan Originator by OFC under the terms and conditions of this Agreement, Loan Originator agrees as follows:

(1) OFC would not have entered into this Agreement if Loan Originator had not agreed to the terms and provisions of this Section;

(2) the covenants not to compete set forth in this Section are fair and reasonable, and will not impose any undue hardship on Loan Originator, because Loan Originator has other considerable skills, experience and education which afford Loan Originator the opportunity to derive income from other endeavors;

(3) the information provided by OFC to Loan Originator is confidential to OFC, and constitutes a valuable, special and unique asset of OFC, with respect to which OFC is entitled to the protections afforded by this Section and to the remedies for enforcement of this Section provided by law or in equity (including, without limitation, those remedies the availability of which may be within the discretion of the court or arbitrator that presides over any action for enforcement of this Section).

B. Confidential Information.

(a) Except in the normal and proper course of performing Loan Originator's duties and exercising Loan Originator's rights, Loan Originator and Loan Originator's owners, Originators, directors and Affiliates, shall not use for their own account or in any other business, any Confidential Information which Loan Originator may obtain from OFC, its agents, representatives, employees or Affiliates, or otherwise by virtue of Loan Originator's association with OFC.

(b) Loan Originator shall hold in strict confidence, and shall not disclose to any Person (other than Loan Originator and its employees and agents), any Confidential Information. Confidential Information may only be divulged with the direct written consent of the President of the OFC or if required by a court of law or administrative tribunal, and then only with sufficient prior notice to OFC to enable OFC to seek a protective order.

(c) The foregoing obligations materially affect the successful conduct of the business of OFC and its goodwill. Any breach of the terms of this Section shall constitute a material breach of this Agreement, and, without limitation on other remedies available to OFC, shall constitute immediate grounds for (1) termination of this Agreement and (2) retention by OFC of all sums owed to Loan Originator by OFC.

(d) Upon expiration or termination of this Agreement for any reason, Loan Originator shall remain bound by the provisions of this Section.

C. Return of Confidential Information

Promptly after the termination of the relationship with OFC for any reason and

whether or not pursuant to an relationship agreement, Loan Originator will deliver to OFC all originals and copies of all Confidential Information, including but not limited to memoranda, borrowers lists, samples, records, documents, computer programs, computer hard drives and backup drives and other materials requested by OFC which he has obtained from OFC while serving in any such capacity

D. Reasonable Assurances

Loan Originator further agrees to do all things reasonably necessary, including implementation of those procedures which may be contained in the Confidential Operations Manuals, to prevent any of the employees, representatives, agents and Affiliates of Loan Originator from disclosing any Confidential Information to any Person, including requiring each employee, representative, agent and Affiliate of Loan Originator to sign a non-disclosure agreement in a form approved by OFC before being authorized by Loan Originator to have access to such information.

E. Covenant Not to Compete

Loan Originator agrees that (i) during the Term of this Agreement and within a geographic area including the entire United States of America and (ii) for Six (6) months following the expiration or termination of this Agreement and within a geographic area including each Territory granted to Loan Originator and Five (5) miles from radius from OFC's office the Loan Originator was assigned:

(1) Loan Originator shall not, either directly or indirectly, for himself, or through, on behalf of, or in conjunction with any other Person or cause any other Person to do any of the following:

(a) divert or attempt to divert any business or borrower of OFC to any competitor, by direct or indirect inducement or otherwise;

(b) employ or seek to employ any Person who is at that time employed by or affiliated with OFC or by any other Loan Originator of OFC, or otherwise directly or indirectly induce or seek to induce such Person to leave his or her employment with OFC; or

(c) own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any interest in any business (including any business operated by Loan Originator prior to entry into this Agreement) specializing, in whole or in part, in providing services and products the same as or similar to any of those offered, sold or provided through OFC or the business of the OFC.

(2) Loan Originator shall not engage in any business or be involved in any operation of the same nature as, or of a similar nature to OFC, including the offering of products and/or services which may be reasonably construed as essentially undifferentiated from those products and or services offered, or actively planned to be offered, by OFC.

(3) Loan Originator shall not accept employment, consult for or participate, directly or indirectly, in the ownership or management of any enterprise engaged in a business similar to or the business of OFC.

(4) Neither Loan Originator, nor any Person with whom Loan Originator is at the time affiliates, shall directly or indirectly, hire or offer to hire or entice away or in any manner persuade or attempt to persuade any Originator, employee, agent, representative, supplier or customer of OFC of its Affiliates, or otherwise to discontinue his or her relationship with OFC.

(5) Loan Originator agrees to do all things reasonably necessary to prevent any employees, representatives and agents of Loan Originator from competing with OFC or taking any other action in contravention of this Section.

(6) Loan Originator shall not open or maintain any bank account in the name of OFC and not deposit any funds due OFC in any personal account.

F. Remedies.

The parties hereto hereby agree that if Loan Originator violates or threatens to violate any of the provisions of this Section it would be difficult to determine the entire cost, damage or injury which OFC would sustain. Accordingly, Loan Originator acknowledges that if he violates or threatens to violate any of the provisions of this Section OFC may have no adequate remedy at law. In that event, OFC shall have the right, in addition to any other rights that may be available, to obtain in any court of competent jurisdiction injunctive relief to restrain any violation or threatened violation by Loan Originator of any provision of this Section or to compel specific performance by Loan Originator of one or more of his obligations under this Section. The seeking or obtaining by OFC of such injunctive relief shall not foreclose or in any way limit their right to obtain a money judgment against Loan Originator for any damage that may result from any breach by the Loan Originator of any provision of this Agreement.

G. Reformation of Covenants

Loan Originator acknowledges that the covenants contained in Section are reasonable in geographical and temporal scope and in all other respects. If any court determines that any of such covenants, or any part thereof, are unenforceable, then (1) the remainder of such covenants shall not be affected by such determination and (2) those of such covenants that are determined to be unenforceable because of the duration or scope thereof shall be reformed by the court to reduce their duration or scope only to the least extent required to render the same enforceable against the Loan Originator.

H. Non-Solicitation of Borrowers

Notwithstanding any other Section or provision of this Agreement, during Loan Originator's relationship with OFC, and for a period of two (2) years following termination of Loan Originator's relationship with OFC for any reason whatsoever and within the reasonable geographical territory of five (5) miles radius from OFC's office the Loan Originator was assigned and except in the good faith furtherance of the interests of OFC, Loan Originator will not, without the express written consent of OFC, contact prospective borrowers or existing OFC members that the loan Originator has come to know because the relationship with OFC, including any person, firm, association or corporation. Loan Originator will not directly or indirectly make

any such contact, either for his benefit or for the benefit of any person, firm, association or corporation to make any such contact.

I. Non-Interference

Notwithstanding any other Section or provision of this Agreement, during Loan Originator's relationship with OFC, and for a period of two (2) years following termination of Loan Originator's relationship with OFC for any reason whatsoever, Loan Originator shall not induce or encourage, directly or indirectly, (i) any Loan Originator of OFC to leave his or her relationship, or to seek relationship with anyone other than OFC, unless it has been determined by OFC that such Loan Originator's performance or other characteristics or circumstances are such that Loan Originator's leaving OFC is in the best interests of OFC, or (ii) any Borrower of OFC to modify or terminate any relationship, whether or not evidenced by a written contract, with OFC unless it has been determined by the OFC that such modification or termination is in the best interests of OFC.

SECTION FOUR

COMPENSATION

A. For all services to be rendered hereunder, Loan Originator shall be paid on a commission basis only, in the amounts and at the times set forth on OFC's commission schedules as amended from time to time. Loan Originator's compensation shall be reported on Federal form W-2 as employee compensation, subject to FICA, FUTA, and income tax withholdings as required by federal, state, and local laws. OFC shall, in its sole and absolute discretion, have the right to change, modify, alter, or decrease any commissions payable pursuant to this Agreement; provided, however, that any changes, modifications, alterations, or decreases shall be effective when amended.

B. Any money and value owed by Loan Originator to OFC, any debt, and any money and value which has been advanced or credited by or on behalf of OFC to, or for the benefit of, Loan Originator, represents a loan and may be offset and deducted by OFC from any commissions or other money or value then or thereafter owed by OFC to Loan Originator pursuant to this Agreement or owed by OFC to Loan Originator. OFC is hereby authorized by loan Originator to deduct from commissions due the amount of any commissions paid to Loan Originator in connection with any payment or amount that OFC refunds to Loan Originator's Customer.

C. Except as set forth above, Loan Originator shall receive no other compensation of any kind whatsoever under this Agreement. Loan Originator will not receive any fringe benefits under this Agreement whatsoever, including but not limited to insurance benefits, disability income, paid vacation, expense reimbursement or retirement benefits unless otherwise specifically provided for in this Agreement.

D. Loan Originator hereby agrees to repay OFC for any fee's, commissions paid any on any loan that is considered and early payment default or any loan that paid off in less than 6mo and if OFC is required to return to investor all fee's earned.

SECTION FIVE

INDEMNIFICATION

Loan Originator shall indemnify OFC for and hold it harmless from and against any and all claims, losses, liabilities, damages, taxes, penalties, fines, forfeitures, reasonable and necessary legal fees and expenses, judgments, and other costs and expenses that OFC may sustain arising and/or resulting from any claim, demand, defense or assertion based on or grounded upon, or resulting from a breach of any representation, warranty, or covenant by Loan Originator under this Agreement.

SECTION SIX

ARBITRATION

A. Mediation.

THE PARTIES AGREE TO SUBMIT ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY EXHIBIT AND ATTACHMENTS), THE AGREEMENTS CONTEMPLATED HEREBY OR THE RELATIONSHIP CREATED BY THIS AGREEMENT TO NON-BINDING MEDIATION PRIOR TO BRINGING SUCH CLAIM, CONTROVERSY OR DISPUTE IN A COURT OR BEFORE ANY OTHER TRIBUNAL. THE MEDIATION SHALL BE CONDUCTED THROUGH A MEDIATOR AGREED TO BY ALL THE PARTIES, RULES AT OFC'S CORPORATE HEADQUARTERS IN UPLAND CALIFORNIA. THE COSTS AND EXPENSES OF MEDIATION, INCLUDING COMPENSATION AND EXPENSES OF THE MEDIATOR (AND EXCEPT FOR THE ATTORNEYS FEES INCURRED BY EITHER PARTY), SHALL BE BORNE BY THE PARTIES EQUALLY. IF THE PARTIES ARE UNABLE TO RESOLVE THE CLAIM, CONTROVERSY OR DISPUTE WITHIN NINETY (90) DAYS AFTER THE MEDIATOR HAS BEEN CHOSEN, THEN THE MATTER SHALL BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH THE SECTIONS BELOW TO RESOLVE SUCH CLAIM, CONTROVERSY OR DISPUTE UNLESS SUCH TIME PERIOD IS EXTENDED BY WRITTEN AGREEMENT OF THE PARTIES. NOTWITHSTANDING THE FOREGOING, OFC MAY BRING AN ACTION (1) FOR MONIES OWED, (2) FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF, OR (3) INVOLVING THE POSSESSION OR DISPOSITION OF, OR OTHER RELIEF RELATING TO, REAL PROPERTY IN A COURT HAVING JURISDICTION, WITHOUT FIRST SUBMITTING SUCH ACTION TO MEDIATION OR ARBITRATION.

B. Arbitration

(1) EXCEPT AS PROVIDED IN THIS AGREEMENT, OFC AND LOAN ORIGINATOR AGREE THAT ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THE BUSINESS, LOAN ORIGINATOR'S ESTABLISHMENT OR OPERATION OF THE BUSINESS UNDER THIS AGREEMENT (AND ANY AMENDMENTS THERETO) INCLUDING, BUT NOT LIMITED TO, ANY CLAIM BY LOAN ORIGINATOR, OR PERSONS CLAIMING ON BEHALF OF LOAN ORIGINATOR, CONCERNING THE ENTRY INTO, THE PERFORMANCE UNDER OR THE TERMINATION OF

THE AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN OFC, OR ITS AFFILIATES, AND LOAN ORIGINATOR, ANY CLAIM AGAINST A PAST OR PRESENT ORIGINATOR, DIRECTOR, EMPLOYEE OR AGENT OF OFC, INCLUDING THOSE OCCURRING SUBSEQUENT TO THE TERMINATION OF THIS AGREEMENT, THAT CANNOT BE AMICABLY SETTLED AMONG THE PARTIES OR THROUGH MEDIATION SHALL, EXCEPT AS SPECIFICALLY SET FORTH HEREIN BE REFERRED TO ARBITRATION. THE ARBITRATION SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE RULES OF RULES FOR ARBITRATION, AS AMENDED, EXCEPT THAT THE ARBITRATOR SHALL APPLY THE FEDERAL RULES OF EVIDENCE DURING THE CONDUCT OF THE HEARING SESSIONS WITH RESPECT TO THE ADMISSIBILITY OF EVIDENCE. IF SUCH RULES ARE IN ANY WAY CONTRARY TO OR IN CONFLICT WITH THIS AGREEMENT, THE TERMS OF THE AGREEMENT SHALL CONTROL. ONLY CLAIMS, CONTROVERSIES OR DISPUTES INVOLVING LOAN ORIGINATOR MAY BE BROUGHT HEREUNDER. NO CLAIM FOR OR ON BEHALF OF ANY OTHER LOAN ORIGINATOR OR SUPPLIER, OR CLASS, REPRESENTATIVE OR ASSOCIATION THEREOF, MAY BE BROUGHT BY LOAN ORIGINATOR HEREUNDER.

(2) THE PARTIES SHALL AGREE ON AN ARBITRATOR WITHIN FIFTEEN (15) DAYS OF THE FILING OF ARBITRATION. THE PARTIES SHALL PETITION THE AMERICAN ARBITRATION ASSOCIATION FOR A LIST OF TEN (10) ARBITRATORS WHO ARE PRACTICING ATTORNEYS OR RETIRED JUDGES LICENSED TO PRACTICE LAW IN THE STATE OF CALIFORNIA AND WHO ARE INDEPENDENT OF THE PARTIES AND THE MATTER(S) IN DISPUTE. ALL OF THE ARBITRATORS SHALL BE EXPERIENCED IN THE ARBITRATION OF DISPUTES BETWEEN LOAN ORIGINATOR COMPANIES AND LOAN ORIGINATORS AND COMMERCIAL LITIGATION. EACH PARTY SHALL STRIKE ONE (1) ARBITRATOR FROM THE LIST OF TEN (10) ARBITRATORS, IN AN ALTERNATING MANNER, UNTIL THERE IS ONLY ONE (1) ARBITRATOR REMAINING FROM THE ORIGINAL LIST OF TEN (10). THE RESPONDENT TO THE DISPUTE SHALL HAVE THE OPPORTUNITY TO DESIGNATE THE FIRST STRIKE, AND THE COMPLAINANT SHALL HAVE THE OPPORTUNITY TO MAKE THE NEXT STRIKE THEREAFTER, AND SO ON AND SO FORTH. THE ARBITRATION SHALL TAKE PLACE AT OFC'S CORPORATE OFFICES OR THEIR COUNSEL'S OFFICE. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND JUDGMENT UPON THE AWARD RENDERED IN ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE COSTS AND EXPENSES OF ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATOR SHALL BE REQUIRED TO SUBMIT WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW WITHIN THIRTY (30) BUSINESS DAYS FOLLOWING THE FINAL HEARING SESSION OF THE ARBITRATION. THE COSTS AND EXPENSES OF ARBITRATION, INCLUDING COMPENSATION AND EXPENSES OF THE ARBITRATORS, SHALL BE BORNE BY THE PARTIES AS THE ARBITRATORS DETERMINE.

(3) NOTWITHSTANDING THE ABOVE, THE FOLLOWING SHALL NOT

BE SUBJECT TO ARBITRATION:

(i) DISPUTES AND CONTROVERSIES ARISING FROM THE SHERMAN ACT, THE CLAYTON ACT OR ANY OTHER FEDERAL OR STATE ANTITRUST LAW;

(ii) DISPUTES AND CONTROVERSIES BASED UPON OR ARISING UNDER THE LANHAM ACT, AS NOW OR HEREAFTER AMENDED, RELATING TO THE OWNERSHIP OR VALIDITY OF THE MARKS;

(iii) DISPUTES AND CONTROVERSIES RELATING TO ACTIONS TO OBTAIN POSSESSION OF THE PREMISES OF BUSINESS UNDER LEASE OR SUBLEASE.

(4) IF OFC SHALL DESIRE TO SEEK SPECIFIC PERFORMANCE OR OTHER EXTRAORDINARY RELIEF INCLUDING, BUT NOT LIMITED TO, INJUNCTIVE RELIEF UNDER THIS AGREEMENT AND ANY AMENDMENTS THERETO, OR TO COLLECT MONIES DUE, THEN ANY SUCH ACTION SHALL NOT BE SUBJECT TO ARBITRATION AND OFC SHALL HAVE THE RIGHT TO BRING SUCH ACTION AS DESCRIBED ABOVE.

(5) IN PROCEEDING WITH ARBITRATION AND IN MAKING DETERMINATIONS HEREUNDER, THE ARBITRATOR SHALL NOT EXTEND, MODIFY OR SUSPEND ANY TERMS OF THIS AGREEMENT OR THE REASONABLE STANDARDS OF BUSINESS PERFORMANCE AND OPERATION ESTABLISHED BY OFC IN GOOD FAITH. NOTICE OF OR REQUEST TO OR DEMAND FOR ARBITRATION SHALL NOT STAY, POSTPONE OR RESCIND THE EFFECTIVENESS OF ANY TERMINATION OF THIS AGREEMENT. THE ARBITRATORS SHALL APPLY CALIFORNIA LAW AND THE TERMS OF THIS AGREEMENT IN REACHING THEIR DECISION.

NO RESOLUTION. WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES THAT ARE NOT FINALLY RESOLVED THROUGH MEDIATION OR ARBITRATION, OR AS OTHERWISE PROVIDED ABOVE, LOAN ORIGINATOR AND THE CONTROLLING PRINCIPALS HEREBY IRREVOCABLY SUBMIT THEMSELVES TO THE JURISDICTION OF THE STATE COURTS OF SAN BERNARDINO COUNTY, CALIFORNIA AND THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF SAN BERNARDINO. LOAN ORIGINATOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. LOAN ORIGINATOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON ANY OF THEM IN ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY CALIFORNIA OR FEDERAL LAW. LOAN ORIGINATOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE SAN BERNARDINO COUNTY, CALIFORNIA; *PROVIDED, HOWEVER*, WITH RESPECT TO ANY ACTION (1) FOR MONIES OWED, (2) FOR INJUNCTIVE OR

OTHER EXTRAORDINARY RELIEF OR (3) INVOLVING POSSESSION OR DISPOSITION OF, OR OTHER RELIEF RELATING TO, REAL PROPERTY, OFC MAY BRING SUCH ACTION IN ANY STATE OR FEDERAL DISTRICT COURT THAT HAS JURISDICTION. WITH RESPECT TO ALL CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS, RELATED TO THIS AGREEMENT OR THE RELATIONSHIP CREATED THEREBY, THIS AGREEMENT AND ANY SUCH RELATED CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS SHALL BE GOVERNED, ENFORCED AND INTERPRETED UNDER CALIFORNIA LAW (EXCEPT FOR CALIFORNIA CHOICE OF LAW RULES).

C. Adequacy of Choice of Law and Forum

LOAN ORIGINATOR AND OFC ACKNOWLEDGE THAT THE PARTIES' AGREEMENT REGARDING APPLICABLE STATE LAW AND FORUM SET FORTH IN THIS AGREEMENT PROVIDE EACH OF THE PARTIES WITH THE MUTUAL BENEFIT OF UNIFORM INTERPRETATION OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR THE PARTIES' RELATIONSHIP CREATED BY THIS AGREEMENT. LOAN ORIGINATOR AND OFC FURTHER ACKNOWLEDGE THE RECEIPT AND SUFFICIENCY OF MUTUAL CONSIDERATION FOR SUCH BENEFIT AND THAT EACH PARTY'S AGREEMENT REGARDING APPLICABLE STATE LAW AND CHOICE OF FORUM HAVE BEEN NEGOTIATED FOR IN GOOD FAITH AND ARE PART OF THE BENEFIT OF THE BARGAIN REFLECTED BY THIS AGREEMENT.

D. Acknowledgement of Forum

LOAN ORIGINATOR AND OFC ACKNOWLEDGE THAT THE EXECUTION OF THIS AGREEMENT AND ACCEPTANCE OF THE TERMS BY THE PARTIES OCCURRED IN SAN BERNARDINO, CALIFORNIA, AND FURTHER ACKNOWLEDGE THAT THE PERFORMANCE OF CERTAIN OBLIGATIONS OF LOAN ORIGINATOR ARISING UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF MONIES DUE HEREUNDER AND THE SATISFACTION OF CERTAIN TRAINING REQUIREMENTS OF OFC, SHALL OCCUR IN UPLAND, CALIFORNIA.

E. Development of Dispute Resolution Program

WITHOUT LIMITING ANY OF THE FOREGOING, OFC RESERVES THE RIGHT, AT ANY TIME, TO CREATE A DISPUTE RESOLUTION PROGRAM AND RELATED SPECIFICATIONS, STANDARDS, PROCEDURES AND RULES FOR THE IMPLEMENTATION THEREOF TO BE ADMINISTERED BY OFC OR ITS DESIGNEES FOR THE BENEFIT OF ALL LOAN ORIGINATORS CONDUCTING BUSINESS UNDER THE SYSTEM. THE STANDARDS, SPECIFICATIONS, PROCEDURES AND RULES FOR SUCH DISPUTE RESOLUTION PROGRAM SHALL BE MADE PART OF THE MANUALS AND IF MADE PART OF THE MANUALS, ON EITHER A VOLUNTARY OR MANDATORY BASIS, LOAN ORIGINATOR SHALL COMPLY WITH ALL SUCH STANDARDS, SPECIFICATIONS, PROCEDURES AND

RULES IN SEEKING RESOLUTION OF ANY CLAIMS, CONTROVERSIES OR DISPUTES WITH OR INVOLVING OFC OR OTHER LOAN ORIGINATORS, IF APPLICABLE UNDER THE PROGRAM. IF SUCH DISPUTE RESOLUTION PROGRAM IS MADE MANDATORY, THEN LOAN ORIGINATOR AND OFC AGREE TO SUBMIT ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY EXHIBITS AND ATTACHMENTS HERETO), THE AGREEMENTS CONTEMPLATED HEREBY OR THE RELATIONSHIP CREATED BY THIS AGREEMENT FOR RESOLUTION IN ACCORDANCE WITH SUCH DISPUTE RESOLUTION PROGRAM PRIOR TO SEEKING RESOLUTION OF SUCH CLAIMS, CONTROVERSIES OR DISPUTES IN THE MANNER DESCRIBED IN THIS SECTION ABOVE (PROVIDED THAT THE PROVISIONS OF SECTION 6 CONCERNING OFC'S RIGHT TO SEEK RELIEF IN A COURT FOR CERTAIN ACTIONS INCLUDING FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF SHALL NOT BE SUPERSEDED OR AFFECTED BY THIS SECTION OR IF SUCH CLAIM, CONTROVERSY OR DISPUTE RELATES TO ANOTHER LOAN ORIGINATOR, LOAN ORIGINATOR AGREES TO PARTICIPATE IN THE PROGRAM AND SUBMIT ANY SUCH CLAIMS, CONTROVERSIES OR DISPUTES IN ACCORDANCE WITH THE PROGRAM'S STANDARDS, SPECIFICATIONS, PROCEDURES AND RULES, PRIOR TO SEEKING RESOLUTION OF SUCH CLAIM BY ANY OTHER JUDICIAL OR LEGALLY AVAILABLE MEANS.

F. Waiver of Exemplary Damages

LOAN ORIGINATOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) AGAINST OFC, ITS AFFILIATES, AND THEIR RESPECTIVE ORIGINATORS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SERVANTS AND EMPLOYEES, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES, ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) AND AGREES THAT IN THE EVENT OF A DISPUTE, LOAN ORIGINATOR SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT. IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) SHALL CONTINUE IN FULL FORCE AND EFFECT.

SECTION SEVEN

GOVERNING LAW

(a) It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the Laws of the State of California.

(b) Since the parties acknowledge that significant aspects of performance of this Agreement will occur in the State of California even though the business activities of the Loan Originator may occur anywhere authorized, provisions of this Agreement will be governed and construed under the law of California. If conflict or choice of law rules would choose a law of another jurisdiction, each party waives such rules and agrees the substantive law of California shall nonetheless govern. The parties agree that, without waiver of their rights and obligations, unless expressly provided to the contrary in this Agreement, the state and federal courts of California shall have exclusive jurisdiction of any litigation between the parties and the Loan Originator expressly submits to the jurisdiction and venue of the federal and state courts sitting in San Bernardino County, California with respect to any such litigation.

SECTION EIGHT

ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding of representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION NINE

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION TEN

ASSIGNMENT OF RIGHTS

This Agreement may be assigned by OFC in the event of a bona fide sale or transfer of ownership or control of the business to another person or entity; provided however, that the assignee shall assume all obligations of OFC herein, in which case OFC shall be released of any further liability to the Loan Originator hereunder. The personal rights and abilities of the Loan Originator are a material inducement to OFC to enter into this Agreement, and the Loan Originator may not assign this Agreement or to assign any rights (including the right to receive commissions).

SECTION ELEVEN

NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue remain in full force as if no such forbearance or waiver occurred. No delay, waiver, omission or forbearance on the part of OFC to exercise any right, option, duty or power arising out of any breach or default by Loan Originator under this Agreement shall constitute a waiver by OFC to enforce any such right, option, duty or power

against Loan Originator, or as to a subsequent breach or default by Loan Originator. Acceptance by OFC of any payments due to it hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by OFC of any preceding breach by Loan Originator of any terms, provisions, covenants or conditions of this Agreement.

SECTION TWELVE

SEVERABILITY; AMENDMENT

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws in any jurisdiction, that provision shall be ineffective to the extent of such illegality, invalidity or unenforceability in that jurisdiction and such holding shall not, consistent with applicable law, invalidate or render unenforceable such provision in any other jurisdiction, and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and shall remain in full force and effect in all jurisdictions. Except for those permitted to be made unilaterally by OFC hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed upon by all the parties hereto and executed by their authorized Originators or agents in writing.

SECTION THIRTEEN

TERM AND TERMINATION

(a) The parties agree that this Agreement is "AT WILL" and may be terminated by either party for convenience with notice to the other party. Additionally, this Agreement may be terminated by operation of law or upon the death or disability of Loan Originator.

(b) This Agreement shall continue in effect until Termination.

(c) Upon the termination of this Agreement, all unpaid commissions earned by loan originator prior to the effective date of termination of this Agreement shall be paid by OFC to Loan Originator within a reasonable period of time. No further compensation, other than the commissions earned as of the effective date of Loan Originator's termination, shall be payable to loan originator under this Agreement after Termination. However, OFC shall have the right to offset against any commissions due to Loan Originator the amount of any indebtedness owed by Loan Originator to OFC. Upon Termination of this Agreement and any debt that may thereafter exist, shall without notice immediately become due and payable and shall bear interest at the highest rate permitted under applicable law until paid.

SECTION FOURTEEN

NOTICES

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by facsimile (with receipt confirmed), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

If to OFC:

**Oaktree Funding Corporation
223 N. First Ave
Upland, Ca 91786
Phone No.: 909-982-5945
Fax No.: 909-982-9614**

If to Loan Originator:

IN WITNESS WHEREOF each party to this Agreement has caused it to be executed on the date indicated herein. I signify and acknowledge that I have received, read, understand, and agree to be bound by the rules made by OFC.

Loan Officer Signature

Signature: _____

Printed Name: _____

Date _____

Oaktree Funding Corporation

By: _____

Date: _____

Form W-4 (2010)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2010 expires February 16, 2011. See Pub. 505, Tax Withholding and Estimated Tax.

Note. You cannot claim exemption from withholding if (a) your income exceeds \$950 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on his or her tax return.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax

payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 919 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 919 to see how the amount you are having withheld compares to your projected total tax for 2010. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Personal Allowances Worksheet (Keep for your records.)

A Enter "1" for **yourself** if no one else can claim you as a dependent **A** _____

B Enter "1" if: } **B** _____

- You are single and have only one job; or
- You are married, have only one job, and your spouse does not work; or
- Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.

C Enter "1" for your **spouse**. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) **C** _____

D Enter number of **dependents** (other than your spouse or yourself) you will claim on your tax return **D** _____

E Enter "1" if you will file as **head of household** on your tax return (see conditions under **Head of household** above) **E** _____

F Enter "1" if you have at least \$1,800 of **child or dependent care expenses** for which you plan to claim a credit **F** _____

(Note. Do **not** include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)

G Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information.

- If your total income will be less than \$61,000 (\$90,000 if married), enter "2" for each eligible child; then **less** "1" if you have three or more eligible children.
- If your total income will be between \$61,000 and \$84,000 (\$90,000 and \$119,000 if married), enter "1" for each eligible child plus "1" **additional** if you have six or more eligible children. **G** _____

H Add lines A through G and enter total here. **(Note.** This may be different from the number of exemptions you claim on your tax return.) ► **H** _____

For accuracy, **complete all worksheets that apply.** }

- If you plan to **itemize or claim adjustments to income** and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you have **more than one job** or are **married and you and your spouse both work** and the combined earnings from all jobs exceed \$18,000 (\$32,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
- If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 below.

----- Cut here and give Form W-4 to your employer. Keep the top part for your records. -----

Form W-4 Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Employee's Withholding Allowance Certificate</h2> <p style="margin: 0;">► Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</p>	OMB No. 1545-0074 2010
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1 Type or print your first name and middle initial.	Last name	2 Your social security number
Home address (number and street or rural route)	3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.	
City or town, state, and ZIP code	4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ► <input type="checkbox"/>	
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)	5	
6 Additional amount, if any, you want withheld from each paycheck	6	\$
7 I claim exemption from withholding for 2010, and I certify that I meet both of the following conditions for exemption. <ul style="list-style-type: none"> • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ►		7

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature (Form is not valid unless you sign it.) ►	Date ►
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)	9 Office code (optional) 10 Employer identification number (EIN)

Deductions and Adjustments Worksheet

Note. Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

- 1** Enter an estimate of your 2010 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 7.5% of your income, and miscellaneous deductions **1** \$ _____
- 2** Enter:

{	\$11,400 if married filing jointly or qualifying widow(er)	}	2	\$		
	\$8,400 if head of household						
	\$5,700 if single or married filing separately						
- 3** **Subtract** line 2 from line 1. If zero or less, enter “-0-” **3** \$ _____
- 4** Enter an estimate of your 2010 adjustments to income and any additional standard deduction. (Pub. 919) **4** \$ _____
- 5** **Add** lines 3 and 4 and enter the total. (Include any amount for credits from *Worksheet 6* in Pub. 919.) **5** \$ _____
- 6** Enter an estimate of your 2010 nonwage income (such as dividends or interest) **6** \$ _____
- 7** **Subtract** line 6 from line 5. If zero or less, enter “-0-” **7** \$ _____
- 8** **Divide** the amount on line 7 by \$3,650 and enter the result here. Drop any fraction **8** _____
- 9** Enter the number from the **Personal Allowances Worksheet**, line H, page 1 **9** _____
- 10** **Add** lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 **10** _____

Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)

Note. Use this worksheet *only* if the instructions under line H on page 1 direct you here.

- 1** Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) **1** _____
- 2** Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than “3.” **2** _____
- 3** If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter “-0-”) and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet **3** _____

Note. If line 1 is **less than** line 2, enter “-0-” on Form W-4, line 5, page 1. Complete lines 4–9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.

- 4** Enter the number from line 2 of this worksheet **4** _____
- 5** Enter the number from line 1 of this worksheet **5** _____
- 6** **Subtract** line 5 from line 4 **6** _____
- 7** Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here **7** \$ _____
- 8** **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed **8** \$ _____
- 9** Divide line 8 by the number of pay periods remaining in 2010. For example, divide by 26 if you are paid every two weeks and you complete this form in December 2009. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck **9** \$ _____

Table 1

Table 2

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$7,000 -	0	\$0 - \$6,000 -	0	\$0 - \$65,000	\$550	\$0 - \$35,000	\$550
7,001 - 10,000 -	1	6,001 - 12,000 -	1	65,001 - 120,000	910	35,001 - 90,000	910
10,001 - 16,000 -	2	12,001 - 19,000 -	2	120,001 - 185,000	1,020	90,001 - 165,000	1,020
16,001 - 22,000 -	3	19,001 - 26,000 -	3	185,001 - 330,000	1,200	165,001 - 370,000	1,200
22,001 - 27,000 -	4	26,001 - 35,000 -	4	330,001 and over	1,280	370,001 and over	1,280
27,001 - 35,000 -	5	35,001 - 50,000 -	5				
35,001 - 44,000 -	6	50,001 - 65,000 -	6				
44,001 - 50,000 -	7	65,001 - 80,000 -	7				
50,001 - 55,000 -	8	80,001 - 90,000 -	8				
55,001 - 65,000 -	9	90,001 -120,000 -	9				
65,001 - 72,000 -	10	120,001 and over	10				
72,001 - 85,000 -	11						
85,001 -105,000 -	12						
105,001 -115,000 -	13						
115,001 -130,000 -	14						
130,001 - and over	15						

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws, and using it in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

SPECIAL ADDENDUM TO BROKER/AGENT AGREEMENT

FRAUD- ZERO TOLERANCE

The submission of a Loan Application containing false and/or misleading information is a crime! Oaktree Funding Corporation will not tolerate fraud by either the Broker/Agent / Employee or the Applicant. In all cases where false and/or misleading information is found, the Loan submission package with all original documents, including appraisal, may be permanently retained by Oaktree Funding Corporation as evidence and the following consequences may prevail:

CONSEQUENCES TO BROKER/AGENT

- * Criminal prosecution
- * Loss of Real Estate License
- * Loss of lender access due to exchange of information between lenders and other industry participants
- * Civil action by the lender
- * Civil action by the applicant/borrower or other parties to the transaction
- * Loss of approval status

CONSEQUENCES TO APPLICANT

* Acceleration of debt relating to the covenant in the Deed of Trust which states: Borrower shall also be in default if Borrower, during the Loan application process, gave materially false or inaccurate information or statements to lender (or failed to provide lender with any material information) in connection with the Loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy or the property as a principal residence. "Foreclouser under the Deed of Trust does not require the Borrower to be in "payment default". Therefore, if the Borrower breaches this covenant the Borrower will not have the benefit of the right of reinstatement. In order to cure the default, the Borrower will be required to pay off the Loan in full prior to the sale of the property.

- * Criminal prosecution
- * Civil action by the lender and/or the Broker
- * Civil action by other parties to the transaction
- * Employment termination
- * Loss of professional license, if any
- * Adverse effect on credit history

ACKNOWLEDGMENT AND UNDERSTANDING

Broker/Agent/Employee/Loan Originator: _____

Date: _____



OAKTREE FUNDING

CORP.

To have access for our online processing system there is a \$100.00 annual fee which can be paid by credit card. This is waived if you close 10 loans with Oaktree Funding in the prior year.

This will insure that the correct forms and disclosures are used.



Credit Card Payment Authorization

Last Name _____ First Name _____

Middle Name _____ Maiden Name _____

Social Security Number - -

Cardholder Information

Name on the Card: _____

Address: _____

City _____ State _____ Zip _____

MasterCard Visa

Credit Card Number - - -

Expiration date: / Card Security Code*

*In the signature box on the back of the card, you should see either the entire 16-digit credit card number or just the last four digits followed by a 3-digit code. This 3-digit code is your Card Security Code.

I authorize the Oaktree Funding Corporation to charge the cost of Credit Report up to \$22.00 for husband and wife plus up to \$22.00 for each additional Co-borrower(s).

You are also authorized to give my/our information direct to an appraisal company for payment of an appraisal and or appraisal review fee if required. This fee will range from 400.00 – 550.00 for SFR, 2-4 units 550.00-850.00, review fee's range from 175.00 to 350.00. You will only be charged the actual fees.

Other Seat Fee you are authorized to charge the following amount \$ 100.00 to my credit card.

Signature _____ Date _____

**Corp. Office: Oaktree Funding Corporation 223 N. First Ave, Upland, Ca 91786
909-982-5945 Fax 909-982-9614**

OAKTREE FUNDING BUSINESS CARD ORDER FORM

Design Your Card

Print the information on each line exactly the way you want it to appear. See the samples below for line numbers. Place an X next to items not used.

Fullname _____

Title _____

Direct Line _____

Mobile _____

Office 800-429-5000

Fax _____

Email _____

Shipping Address _____ City _____ State _____ Zip _____

Order date _____

Payment Method

Check enclosed (call for s/h)

Credit Card

Name as it appears on card

Card # _____

Exp. Date _____

Signature _____

All cards are printed Full Color on 14pt card stock with UV on color sides.

Choose from the following Designs



1000 Full Color Photo business cards = \$69.99

2500 Full Color Photo business cards = \$79.99

5000 Full Color Photo business cards = \$99.99

Please email your picture to ips@ipsdma.com

And fax order form to 909-908-0444

or questions call us direct 909-908-0505

Please send proof to _____
Email Address



1000 Full Color Photo business cards = \$49.99

2500 Full Color Photo business cards = \$69.99

5000 Full Color Photo business cards = \$89.99

Sub total _____

CA Tax(8.75%) _____

Please send proof to _____
Email Address

Shipping & Handling _____

Please fax this order to 909-980-0444

Grand Total _____

All orders will ship within 4 working days of proof approval

Mail to: IPS Direct Marketing - 12148 Santa Margarita Ct., Rancho Cucamonga, CA 91730