

OAKTREE FUNDING CORP.

APPLICATION FOR BROKER APPROVAL

To establish your Broker Approval, please complete and return this form along with all Required documentation.

REQUIRED DOCUMENTATION

- Completed and Signed Broker Application
- Copy of Broker License
- Copy of Licenses/Resumes for Broker of Record
- Signed W-9 Form
- Signed Broker Agreement
- Completed Reference form
- Signed Authorization to Release Form
- Current Financial Statement
- Corporate Resolution (if a corporation)
- Copy of Articles of Incorporation
- Hud Approval Letter

Account Executive Name: _____

COMPANY INFORMATION

Company Name (Legal Name): _____

Address: _____ **City:** _____

State: _____ **Zip:** _____ **Phone:** (____) _____ **Fax:** _____

Company Type : Corporation Partnership Sole Proprietorship

Company in Business Since: _____ **Federal Tax ID#** _____

Number of Agents: _____ **FHA Approved:** Yes No

Number of First Mortgages past 12 mo.: _____ **Average Loan Amount:** _____

Number of 2nd Mortgages past 12 mo.: _____ **Average Loan Amount:** _____

Broker Name: _____ **License #:** _____

E-Mail Address _____ **License Exp. Date:** _____

Web-Page Address _____

I certify that the above information is true and correct under the penalty of perjury.

X _____ **Date:** _____

MORTGAGE BROKERAGE AGREEMENT

THIS MORTGAGE BROKERAGE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20__ by and between OAKTREE FUNDING CORPORATION, and

(Brokerage Company Name)

(herein after referred to as "Broker").

WHEREAS, Oaktree Funding Corporation desires to close and fund certain conventional residential mortgage loans originated by Broker, and Broker desires to offer and submit such loans to Oaktree Funding Corporation. Broker and Oaktree Funding Corporation hereby agree that the following terms and conditions will constitute the sole agreement between Broker and Oaktree Funding Corporation to offer, submit, close, and fund mortgages unless mutually altered or modified in writing.

Recitals

- A. The parties wish to establish a nonexclusive relationship whereby Broker will submit loan packages ("Loans") to Oaktree Funding Corporation on behalf of Broker's clients ("Borrowers") for possible funding.
- B. The parties now desire to enter into the Agreement to set forth the terms of their relationship.

Agreement

1. Mortgage Loan Qualification - Mortgage loans submitted to Oaktree Funding Corporation must comply with the following criteria:

1.1. Mortgage Type

Only residential conventional mortgages in conformance with both Oaktree Funding Corporation's written program parameters and underwriting/compliance guidelines, as amended from time to time, are eligible for submission to Oaktree Funding Corporation.

1.2. Information and Documentation

Broker to furnish to Oaktree Funding Corporation, at Broker's sole expense, all information and original documentation then required by Oaktree Funding Corporation, including but not limited to the following: the loan application, consumer credit disclosures, credit reports, appraisals, verifications of deposit, verifications of employment, and verifications of mortgages, and all applicable disclosure statements. Oaktree Funding Corporation, at its sole discretion, shall make all underwriting determinations. Oaktree Funding Corporation may approve or disapprove any loan application at Oaktree Funding Corporation's sole discretion.

1.3. Loan Submission

The contents of all Loan packages submitted to Oaktree Funding Corporation immediately shall become the property of Oaktree Funding Corporation, and all information therein may be subject to Oaktree Funding Corporation's independent verification.

1.4. Broker Cooperation/Secondary Market

Broker understands and accepts that in consideration of Oaktree Funding Corporation's closing and funding of loan applications submitted by Broker, Oaktree Funding Corporation relies on Broker's full cooperation, before, during, and after the closing and funding process. Broker agrees to observe the stated provisions of this agreement and to fully assist Oaktree Funding Corporation in obtaining any information and documentation Oaktree Funding Corporation may deem necessary. Broker must provide such information as Oaktree Funding Corporation may reasonably request to assist Oaktree Funding Corporation in marketing the Loan(s) to the secondary market.

1.5. Approval, Closing and Funding

Nothing in this agreement shall be construed to create any obligation on the part of Oaktree Funding Corporation to approve and/or fund any loan unless such loan complies with all of the terms and conditions of this agreement and all current underwriting and loan approval requirements of Oaktree Funding Corporation. A loan application shall be deemed approved only upon the express, written approval of Oaktree Funding Corporation; and a loan application shall be funded only after such express, written approval by Oaktree Funding Corporation, in addition to the complete satisfaction of any and all approval conditions as may be required by Oaktree Funding Corporation. Oaktree Funding Corporation may, at its sole discretion, accept or reject any and all underwriting documentation.

1.6. Fees

Any fee, commission, or other consideration to be received by Broker with respect to any loan shall be paid by Oaktree Funding Corporation to Broker only after Oaktree Funding Corporation deducts from the Loan proceeds all its fees and charges in connection therewith as specified in Oaktree Funding Corporation price schedules released from time to time. No fee whatsoever, shall be owed to Broker by Oaktree Funding Corporation on account of any proposed loan which is not funded and closed. Broker will be required to confirm in writing on a Oaktree Funding Corporation prescribed form, any loan fees or unreimbursed, qualified, out-of-pocket expenses to be collected at funding. Oaktree Funding Corporation is not responsible for any errors by Broker in loan fee or expense calculations. Final settlement of all amounts due to Broker with regard to any closed and funded loan shall be made after confirmation of the security instrument recording. No consideration of any kind shall be due or payable to Broker on any loan transaction which has not been closed, funded, and recorded by the title company.

2. Broker Represents and Warrants

Broker hereby represents and warrants to Oaktree Funding Corporation, its successors in interest and/or assigns, that from and after the execution of this agreement and on each date of submission of mortgage loan applications pursuant hereto:

2.1. Valid Information

All information submitted by Broker to Oaktree Funding Corporation with regard to loan applications, including all written materials, are true, correct, and currently valid and genuine. None of the statements or information contained in any Loan package submitted to Oaktree Funding Corporation will contain any untrue, erroneous statement, or omit to state a fact necessary in order to make such statements or information not misleading. Broker understands that by making the warranty contained in this subparagraph it is warranting the accuracy of all information contained in any Loan submitted to OAKTREE FUNDING CORPORATION.

2.2. Information Procurement

All information and verifications included in loan applications submitted by Broker shall have been procured using customary and prudent standards generally accepted in the lending industry, FNMA, FHLMC and by supervisory governmental agencies.

2.3. Control of Documents

No borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to Oaktree Funding Corporation with respect to any Loan.

2.4. Authorization and Qualification

Brokerage and its broker of record are duly authorized and qualified to transact any and all activities described in this agreement and in connection with the submission to Oaktree Funding Corporation of any loan application. Broker is also authorized and has the requisite corporate, partnership, or other capacity as necessary to enter into this agreement and to perform the obligations required. Also, each person executing this agreement on behalf of Broker, including its broker of record and each principal and senior officer, is properly authorized to execute the same.

2.5. Licenses and Permits

Brokerage and its broker of record have obtained and shall maintain in effect during the term of this agreement all licenses, permits, and other approvals and authorizations required by, and shall at all times comply with, all applicable laws, statutes, codes, ordinances, rules, and regulations of any and all government authorities. Without limiting the foregoing, Brokerage and its broker of record specifically represent and warrant the following:

I. Brokerage or Officer License

ii. Notice of Changes

Broker shall immediately notify Oaktree Funding Corporation of any change in the regulatory status of Brokerage.

2.6 Regulatory Compliance

Broker is and shall remain, at all times hereafter, familiar with all laws applicable to the loan requested by each loan application, including but not limited to: usury limitations, the Truth-in—Lending Act, the Real Estate Settlement Procedures Act; the Equal Credit Opportunity Act, the Flood Disaster Protection Act, all state laws and regulations, requirements under any regulatory agency or supervisor and any and all regulations promulgated or amended thereunder from time to time. In addition, all loan applications accepted or processed by Brokerage are in full compliance with all laws applicable to the loan requested, including but not limited to, those stated above, all as amended from time to time.

2.7 Nondiscrimination

Broker agrees not to discriminate or discourage any applicant on the basis of race, color, national origin, religion, sex, handicap, or familial status. Furthermore, to the best of the brokers ability, agrees to assist Oaktree Funding Corporation in identifying and providing credit to low/moderate and minority borrowers and to provide information on credit needs of these borrowers as may be requested by Oaktree Funding Corporation from time to time.

2.8 Organization

Brokerage is duly organized, validly existing, and in good standing under the laws and regulations of the United States and the states described in exhibit “A”. Brokerage has and will maintain, so long as any of its obligations hereunder are outstanding, all licenses and permits from all jurisdictions in which said licenses and permits are necessary to carry on its business of originating loan applications.

2.9 Compliance with Agreement

Brokerage compliance with the terms and conditions hereof shall not violate any provisions of its Articles of Incorporation, Bylaws, any other instrument relating to the conduct of its business, or any other agreement to which it may be a party or by which it may be bound.

2.10. Autonomous Business Entity

The periodic financial statements, loan origination and processing operations, and personnel of Brokerage are separate and distinct from any other business operations or interests of Brokerage, including without limitation, any real estate sales and/or escrow operations or interests.

3. Assignment of Loan Application

Upon approval of a loan application submitted to Oaktree Funding Corporation, Broker thereby assigns all rights, title, and interest in said loan application to Oaktree Funding Corporation. In the event Oaktree Funding Corporation determines that a loan application contains material misrepresentations or omissions of fact, Oaktree Funding Corporation shall have the right to retain, without obligation, all original documentation contained in said loan application whether or not such loan is funded.

4. Avoiding Conflicts of Interest

Broker shall at all times avoid conflicts of interest with respect to the transaction of business

contemplated by this Agreement. Without limiting the generality of the foregoing, any loan application with respect to- a transaction in which Broker shall, directly or indirectly, receive compensation of any kind on account of such transaction, exclusive of commissions and fees payable to Broker on account of arranging the loan applied for, including, without limitation, commissions for services provided in effecting the purchase or sale of real property proposed to secure the loan applied for, shall be ineligible for submission to Oaktree Funding Corporation. Broker shall not submit to Oaktree Funding Corporation any loan application related to a transaction where such other compensation has been paid or may become payable to Broker.

5. INDEMNIFICATION and Hold Harmless

Broker shall indemnify and hold harmless Oaktree Funding Corporation, and its shareholders, directors, officers, agents, employees, successors and assigns harmless from and against, and shall reimburse the same with respect to, any and all loss, damage, claim, liability, cost or expense, including attorney's fees, incurred by reason of, or arising out of, or in any way related to, i). Broker's breach of any of the terms, conditions, representations, or warranties of this agreement or Broker's negligence or willful acts in connection with any loan application submitted by Broker; ii). Brokers failure to perform any obligation hereunder; and iii). any claim by a Borrower resulting from Oaktree Funding Corporation's failure or refusal to fund a Loan (collectively "Loss"). Without limiting the generality of the foregoing, Broker's indemnity shall extend to all repurchase demands of any third party to which Oaktree Funding Corporation had sold any Loan. Broker's obligations to indemnify Oaktree Funding Corporation under this Agreement shall arise upon i). Oaktree Funding Corporation's incurring a Loss; or ii). automatically upon Oaktree Funding Corporation's receipt of a Loan repurchase demand from a secondary market investor which Oaktree Funding Corporation determines in its sole and absolute discretion to be enforceable, even if Oaktree Funding Corporation has not incurred any Loss with respect to such Loan. This section shall only apply if there is fraud, misrepresentation or payment is more than 30 days late during the first 3 payments.

6. Oaktree Funding Corporation Rights

Broker's obligation to fully indemnify Oaktree Funding Corporation under this Agreement shall not be affected by Oaktree Funding Corporation's taking any of the following actions with or without notice to Broker: i). liquidation, repayment, retirement, or sale or resale of any Loans; ii). foreclosure of any Loan; or iii). sale or resale of the property securing the Loan.

7. Cancellation -This agreement may be canceled with or without cause as stipulated below:

7.1. Cancellation Without Cause

This agreement may be canceled without cause by either party providing the other with written notice of said cancellation, such notice to be sent by U.S. certified mail, postage prepaid, return receipt requested. Such cancellation shall not affect the obligations of the parties with respect to loans which have been locked with and/or approved by Oaktree Funding Corporation before receipt of notice of cancellation. When cancellation occurs without cause, such cancellation shall be effective thirty (30) days from the date of notice to the other party.

7.2. Cancellation With Cause

When cancellation occurs with cause, such cancellation shall be effective immediately upon notice to Broker. The term "with cause" shall mean any of the following:

7.2.1. Breach of Agreement

Any breach of any representation, warranty, or covenant under this agreement by Broker.

7.2.2. Non-performance

The failure of Brokerage to perform its obligations under this agreement.

7.2.3. Bankruptcy

The filing by or against Brokerage of a petition of bankruptcy, insolvency, or similar proceeding.

7.2.4. Appointment of Receiver

The appointment of a receiver over Broker.

7.2.5. Incapacitation

The incapacitation, as determined at the reasonable discretion of Oaktree Funding Corporation, of Broker to perform its obligations hereunder

7.2.6. Sale of Assets

The sale or disposal of all or substantially all of the assets or ownership of Broker.

7.2.7. Misrepresentations

The discovery of any misrepresented, erroneous, false, misleading, material omission of any fact or information.

7.2.8. Excessive non-Delivery

Excessive non-delivery of loans issued rate commitments may be grounds for either restricted rate commitment privileges or the termination of this agreement.

8. Disclosure

Broker acknowledges and agrees that Oaktree Funding Corporation may report instances of Broker or Borrower making any material misstatement in connection with a Loan, or Broker's knowingly aiding a Borrower to do the same, to appropriate state or federal regulatory authorities or law enforcement agencies.

9. No Agency

Nothing in this agreement shall be deemed or construed to create a relationship of employer and employee, principal and agent, co-partnership, or joint venture between Oaktree Funding Corporation and Broker. The actions of Broker shall be as an independent contractor and shall not be as an agent, employee, representative, partner, or joint venture of Oaktree Funding Corporation, and Broker shall

neither hold itself out as, nor otherwise represent itself to have any such affiliation with Oaktree Funding Corporation. Broker is specifically prohibited from using Oaktree Funding Corporation's name in any form of advertising.

10. Brokerage Approval Maintenance

Broker agrees to furnish Oaktree Funding Corporation with any and all documentation, and information to enable Oaktree Funding Corporation to maintain and update its records on Broker. Such documentation and information would include but not be limited to: Financial Statements, Resumes, state and local licenses, and updates of the Oaktree Funding Corporation Mortgage Brokerage Application and Branch Office Addendum(s), if applicable.

11. Periodic Approved Broker Status Review

Oaktree Funding Corporation will, from time-to-time, perform an analysis of the Broker's application volume, rate commitment delivery percentage, funded loan volume, funded loan delinquencies and early payment defaults. If Oaktree Funding Corporation determines that the volumes or rates to be unacceptable, Oaktree Funding Corporation reserves the right, at its sole discretion, to terminate this agreement without cause.

12. General Provisions Broker hereby agrees to the following general provisions:

12.1. Failure to Enforce

Failure or delay to audit any Loan or to exercise any right shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. All remedies shall be cumulative and nonexclusive.

12.2. Non-assignability

This agreement is not assignable by Broker without the express, prior, written consent of Oaktree Funding Corporation.

12.3. Prior Agreements

This agreement constitutes the sole understanding and agreement of the parties. Any other agreements, expressed or implied, entered into concurrently or prior to this agreement are null and void and fully superseded hereby. No arrangements or understandings not expressed herein or amendment or modification hereof between the parties will be valid unless they are in writing and executed by each of the Parties.'

12.4. Survival

All representations and warranties made by Broker shall survive the termination or cancellation of this agreement.

12.5. Notices

All notices which are or may be given under this agreement shall be in writing and shall be deemed delivered on the third (3) business day following deposit thereof in the United States Mail with postage fully prepaid at the address showing below.

12.6 Governing Law and Severability

This agreement shall be governed and construed in accordance with the laws of the state of California County of San Bernardino except where Federal Law is solely applicable. Should any provision hereof be found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed severed, and the remainder of this agreement and each other provision hereof shall remain valid and enforceable.

12.7. Right of Offset

Amounts owed by Broker to Oaktree Funding Corporation under this Agreement may, at Oaktree Funding Corporation's option and at its sole discretion, be offset by Oaktree Funding Corporation against any payments then or thereafter owed by Oaktree Funding Corporation to Broker.

13. EARLY PAYOFF POLICY

If a loan funded by Oaktree Funding Corporation without a pre-payment penalty, pays in full with 150 days(5months) of funding date, Oaktree Funding Corporation will require broker to reimburse Oaktree Funding Corporation for the above Par amount and any S.R.P. paid to Broker for the subject loan.

ACCEPTED BY:

Lender/Broker

OAKTREE FUNDING CORPORATION

By: _____
Signature of Broker or authorized Officer

By: _____

Name: _____
Print Name

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

REFERENCES

Company: _____

Phone Number: _____ **Contact:** _____

Company: _____

Phone Number: _____ **Contact:** _____

Company: _____

Phone Number: _____ **Contact:** _____

Company: _____

Phone Number: _____ **Contact:** _____

Company: _____

Phone Number: _____ **Contact:** _____

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 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. "Foreclosure 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

I hereby acknowledge that I have read and understand this Addendum to the Broker Agreement and have received a copy of same.



Oaktree Funding Corporation

AUTHORIZATION TO OBTAIN INFORMATION

With respect to our application to Oaktree Funding Corporation (OFC) for approval loans as an approved mortgage broker, OFC is hereby authorized to obtain verification of all information submitted by us to OFC and to contact all references provided. OFC is authorized to obtain information concerning our status with the Department of Real Estate and The Corporation Commission and to obtain credit reports on the company, any officers/partners and the Broker of record.

Company Name: _____
(type or print)

By: _____
(authorized signature)

Address: _____

Social Security or Tax ID #: _____

Broker of Record: _____

By: _____
(authorized signature)

Address: _____

Social Security: _____

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 2.

Social security number								
OR								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Certified Copy of Resolution Of

RESOLVED, that _____ (the "Broker"), hereby approves, ratifies, confirms and adopts the terms and conditions of the Wholesale Broker Agreement (the "Agreement") by and between Oaktree Funding Corporation (the "Lender") and this Broker and any of the following officers are hereby authorized and empowered in the name of and on behalf of this Corporation and under its Corporate Seal, to execute any and all agreements, contracts, assignments, and endorsements, and issuance of checks or drafts, reports, mortgage documents and other papers in connection with documents and information required or deemed necessary by Lender.

FURTHER RESOLVED, that this Broker authorizes, ratifies, and confirms the performance of the obligations, covenants and agreements of this Broker as set forth in or contemplated by the Agreement.

FURTHER RESOLVED, that the President or any Vice-President, together with the Secretary or any Assistant Secretary, of the Broker be, and each of them hereby is, authorized to execute and deliver on its behalf the Agreement.

FURTHER RESOLVED, that the proper officers of the Broker be, and each of them hereby is, authorized, jointly and severally, to take any and all steps, do any and all things and execute and deliver any and all documents in the name and on behalf of the Broker as maybe necessary or appropriate to carry out the purposes of the foregoing resolutions and perform the obligations of the Broker under the Agreement.

FURTHER RESOLVED, that the Secretary be and hereby is authorized, empowered and directed to certify, under the seal of the Corporation, or otherwise, to Lender

- A. A true copy of these resolutions;
- B. A certificate that the Corporation is duly organized and existing, that its charter empowers it to transact business by the resolutions defined, and that no limitation has been imposed upon such powers by the by-laws or otherwise.

FURTHER RESOLVED, that Lender may rely upon any certification given in accordance with these resolutions, as continuing fully effective unless and until Lender shall receive due written notice of a change in or the rescission of the Authority so evidenced and dispatched.

I, _____, hereby declare the foregoing is a true and accurate copy of a resolution adopted by the Board of Directors of _____ at its meeting regularly held on the _____ of _____, 2003

Executed this _____ Day of _____, 2003

Secretary's Name (print)

Secretary's Signature



OAKTREE FUNDING
CORP.

Submission Page

Instructions for Broker Package Submission

**Print the package and sign where indicated.
Send original package to:**

**Oaktree Funding Corporation
312 N. Mountain Ave
Upland, Ca 91786**

We will start processing as soon as we receive your e-mail submission, however will required the original package for final approval.

You can submit loans upon receipt of the e-mail submission request subject to final approval and receipt of original package.

By submitting your package we here agree to all the terms and conditions in the agreement.