



## **BROKER AGREEMENT**

The following is an agreement (the "Agreement") between PB FINANCIAL GROUP CORP., (hereinafter "PBFGC") and \_\_\_\_\_, (hereinafter "Broker"). PBFGC is in the business of making mortgage loans on real property and Broker provides services in preparing loan applications. This document sets forth and describes the agreement of Broker to render such services to PBFGC.

PBFGC and Broker concur that Broker is neither an Agent nor an Employee of PBFGC and may not be construed as such by reason of this Agreement. Broker is an Independent Contractor and is hereby expressly prohibited from holding itself out as an Agent, Representative or Employee of PBFGC, or of having any endorsement from or affiliation with PBFGC. Broker is specifically prohibited from using PBFGC's name in any form of advertising.

Broker represents and warrants that Broker possesses all necessary licenses from all applicable regulatory authorities to engage in the activities contemplated by this Agreement.

Broker shall review the qualifications, work experience, state licensing and certifications, professional education and membership in appraisal organizations of each Appraiser whose services are utilized in order to ensure compliance with PBFGC appraisal standards. Failure to ensure compliance with PBFGC appraisal standards shall be deemed a material breach of this Agreement.

Broker shall prepare for PBFGC completed loan packages under such programs, terms and requirements as are set forth by PBFGC from time to time. In connection with the preparation of loan packages, Broker will furnish to PBFGC, at Broker's expense, such credit, financial and other information as required by PBFGC to review and consider the application. Broker shall perform, also at Broker's expense, such other functions as PBFGC requires facilitating closing of the loan transaction. Nothing in this Agreement, however, shall be construed as creating any consideration and obligation of PBFGC to accept applications and/or approve loan applications as prepared. All such loan applications shall be governed entirely by the requirements of PBFGC pursuant to their sole discretion. PBFGC will not accept applications for loan to Principals or Employees of Broker.

All information on applications submitted by Broker to PBFGC with regard to loans, including all written materials, are represented and warranted by Broker to be true, correct, currently valid and genuine. Broker shall submit all information and documentation of which it has knowledge or possession in regards to each loan.

Broker represents and warrants that with regard to Broker's activities in general and loan applications in particular that Broker shall comply with all applicable laws, rules and regulations, including, but not limited to, the Federal Truth-in-Lending Act of 1968, as amended, and Regulation Z there-under; the Federal Fair Credit Reporting Act; the Federal Equal Credit Opportunity Act and Regulation B and Regulation X there-under; as well as any State and Federal Fair Lending Regulations and the Home Mortgage Disclosure Act (HMDA).

Broker further represents and warrants that Broker will not discriminate against any person on the basis of race, color, religion, national origin, sex marital status, age or on the basis that all or part of an individual's income derives from any public assistance program or that the individual has in good faith exercised any right under the Consumer Credit Protection Act.

If any provision, representation or warranty made by Broker herein is breached or violated, notwithstanding whether the inaccuracy or breach affects the value of the collateral, Broker will indemnify and hold harmless PBFGC from any loss, claim, liability, damage, cost or expense, including any attorney's fees resulting there from. This indemnity shall remain in full force and effect regardless of any independent investigation or due diligence made by PBFGC or its representative or any cancellation or termination of the Agreement.

Should any provision of the Agreement be deemed invalid or unenforceable for any reason whatsoever, such provision shall not render invalid any remaining parts of this Agreement. Broker and PBFGC agree that any disputes arising out of this Agreement that cannot be amicably settled shall be resolved by proceeding in the courts of the State of California with County of Los Angeles venue. Each party irrevocably accepts jurisdiction of the courts in the State of California, County of Los Angeles. If any action is brought by either party against the other party, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees incurred in connection with this action or defenses of such action, including any appeal costs and expenses, if applicable. This shall be in additions to any other relief that may or may not be given.

Arrangements and relationships contemplated in this Agreement are the sole understandings of these parties; any other agreements, expressed or implied, entered into prior to this Agreement are null and void. No further arrangements between these parties will be considered valid unless in writing and executed by each of the parties.

This Agreement shall inure to the benefit of PBFGC, its successors and assigns, and shall be binding upon heirs and personal representatives of Broker. Should Broker not be a natural person, authorization to execute this Agreement has been ratified by necessary Corporate or Partnership action. Neither this Agreement nor any duties or obligations hereunder shall be assigned by Broker without prior written consent of PBFGC. Such consent may be withheld for any reason.

Either party may terminate this Agreement at any time upon delivery of a written notice of termination. No grounds for termination are necessary, and it may be make with or without cause. Termination of this Agreement shall not affect the parties' obligations with respect to loan application packages delivered to PBFGC prior to said termination. All of Broker's representations and warranties shall survive termination of this Agreement.

Any notices to be given under the provision of this Agreement will be sufficient if in writing and delivered w/ether personally or by mail, first class postage prepaid, to the addresses set forth below.

**Broker:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PBFGC:**

Attn: Broker Approval Dept.  
PB Financial Group Corp.  
6380 Wilshire Blvd #1610  
Los Angeles, CA 90048

With the signatures below, This Agreement is hereby executed, effective on the latest date signed by either party.

By: \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature Date