

This Premiere Mortgage Broker Agreement (the "Agreement") is made and entered into this _____ day of _____, _____, by and between Lender (as defined below) and _____, a _____ ("Broker"). As used herein, the term "Lender" shall mean Construction Capital Source ("CCS"), shall have executed this Agreement by signing below, and such affiliates of any of them as may become a party to this Agreement pursuant to paragraph 27, each as applicable depending on which entity is receiving the services from Broker provided for herein in the particular case. The term "Party" as used herein shall mean Broker and each Lender.

RECITALS

Lender is engaged in the origination and funding of mortgage loans, which may include 1-to -4 family construction loans and other mortgage loans as lender may offer from time to time.

Broker, in the ordinary course of its business, (1) assists loan applicants ("Applicants") in locating lenders for mortgage loans of various types and in preparing applications for such financing ("Applications"); (2) counsels Applicants in the financing process; (3) collects financial and related loan application information from Applicants; (4) submits Applications supporting materials to various lenders for underwriting and potential loan funding; and (5) performs such other services as are customary in the industry to be performed by mortgage loan brokers.

Broker desires to render its services to Lender by, among other things, submitting Application Packages (described below) to Lender from time to time for Lender to consider.

Lender desires to consider Application Packages provided to it by Broker in accordance with the terms and conditions provided in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Nonexclusivity. The arrangement for brokerage of loans by Broker to Lender provided for in this Agreement shall be nonexclusive. Each of Lender and Broker is free to make loans for its own account or for sale in the secondary market, and each may broker loans to other lenders at any time. Broker is not obligate under this Agreement to submit any particular Application or any minimum number of Applications to Lender, and Lender is not obligated to approve any minimum number of Applications submitted

by Broker. If Broker submits any particular Application only to Lender and to no other creditor, and such Application is not approved and the related loan is not closed by Lender, then Broker will promptly notify Lender that the Application was not submitted to any other creditor for consideration.

2. Preparation and Delivery of Application Packages.

a. Assisting Customers. Broker shall, from time to time in the ordinary course of its business, accept Applications from individual Applicants, and assist them in preparing Applications, to be submitted to Lender.

b. Delivery of Applications. Broker shall submit to Lender, for Lender's review and approval or denial, those Applications which Broker elects to submit to Lender; provided that Broker shall submit to Lender only those Applications which are for types of loans and on terms offered by Lender at the time of submission as stated in written guidelines provided by Lender to Broker as such Lender guidelines may be amended by Lender from time to time; and provided further that all submissions of Applications to Lender must be consistent with the terms and conditions of this Agreement.

c. Application Packages. For each Application submitted by Broker to Lender, Broker shall submit a completed package which meets all of Lender's requirements for the receipt of Applications from approved brokers as provided in the lender guidelines. Each Application Package must include an original Application, completed in detail and signed and dated. In addition, Broker shall (i) provide Lender, in connection with each Application submitted to Lender for consideration, all documents enumerated in the Lender Guidelines, and (ii) assist Lender, as requested by Lender, in obtaining any additional information required to complete or update any Application Package. Actions, taken by Broker pursuant to the immediately preceding sentence shall be performed by Broker as part of its services to Lender under this Agreement, at no additional cost to Lender.

3. Delivery of Disclosures and Documents to Applicants. Broker will deliver to the Applicant all documents provided by Lender to Broker for delivery to the Applicant, in the form provided by Lender except as Lender shall otherwise agree or instruct Broker in advance in writing.

4. Terms and Conditions for Delivery of Application Packages. Broker's authority to submit Applications to Lender is subject to the following terms and conditions:

a. Eligible Loans. The property type, interest rate, requested loan amount, and all other loan terms must be in accordance with those described in the most recently published guidelines as amended from time to time and made available to Broker.

b. "Legal Requirements". All Applications taken and procedures followed by Broker must comply with all applicable federal and state laws and regulations,

including, but not limited to, the federal Equal Credit Opportunity Act, Real Estate Settlement Procedures Act, Truth-in-Lending Act and Fair Credit Reporting Act, and any applicable state law equivalents, all applicable state mortgage bankers and brokers acts and/or regulations. Broker will not fail to take any action required under, and will refrain from taking any action prohibited by, the legal requirements, the Lender Guidelines, and/or the terms and conditions of this Agreements.

c. Purpose of Brokerage. Broker expressly understands and acknowledges that the sole purpose of its submission of Applications to Lender is to permit Lender to make an underwriting determination of the Applicant's creditworthiness, the value of the property offered as collateral, and the suitability of the proposed loan as an investment for Lender and, based on its review, to either approve or deny the Application or make a counteroffer to the Applicant, as determined by Lender in its sole discretion. Broker shall disclose clearly to all Applicants that no Application is actually considered by Lender for approval or denial until an completed Application, together with all required supporting documentation is provided to Lender.

5. Additional Agreements.

a. No Secondary Brokerage. Lender will not accept Applications submitted to Lender by Broker on behalf of another broker who is not a party to this Agreement.

b. Limited Authority. Broker shall have no authority to make any contract, create any contractual obligation, bind, obligate or otherwise commit Lender by any promise or representation, except as Lender shall have provided Broker specific written authorization to bind Lender in a particular transaction.

c. Use of Lender Name. Broker shall have no authority to use Lender's name in any solicitation, including, without limitation, advertising or marketing promotions, without the specific prior written consent of Lender.

6. Lender's Approval or Denial. Subsequent to Broker's submission of a completed Application Package to Lender in accordance with the terms and conditions of this Agreement, Lender shall underwrite and consider whether to approve or deny the Application, or to make a counteroffer to the applicant. Lender will have sole responsibility for loan underwriting, preliminary approval, notice of final approval or denial, and , if Lender decides to make a loan and the loan is acceptor by Applicant, for preparation of closing loan documents and funding of the loan transaction.

Lender shall use its best efforts to be responsive to Broker, but is under no obligation to Broker to approve or deny any Application within a prescribed period of time. Lender shall approve or deny each Application solely for its own benefit and account and, in making such determination, Lender expressly disclaims any inherence Broker may draw as to the general quality or acceptability of the underlying Application or the related Application Package. Broker understands and acknowledges that, pursuant to Title 18,

United States Code, Section 1014, it is a crime, punishable by fine, imprisonment, or both, knowingly and willfully to falsify or conceal a material fact or make a false statement in a loan application. In the event Lender receives multiple Applications from a single Applicant, lender may process all of the Applications, and Broker agrees that Lender will not be liable to Broker in any respect for doing so.

7. Loan Approvals and Commitments. Broker understands and agrees that Lender shall have sole discretion and authority to determine whether, and under what conditions, and Application will be approved or denied, and that Broker shall not make any credit commitments on behalf of Lender. Any and all loan commitment letters issued to an Applicant shall be effective only if properly executed by Lender. Oral commitments, and commitment letters or contracts not meeting the above requirements, shall not be valid or binding on Lender under any circumstances. Lender shall have no obligation whatsoever to Broker to approve or fund any loan which is not approved in writing by an authorized representative of Lender, and Broker shall inform each person solicited by Broker of the foregoing.

8. Appraisals. The Parties contemplate that Lender may in the future provide Broker with guidelines for obtaining appraisals, or evaluations if acceptable to Lender, from third parties or from Lender. Once Lender has provided Appraisal guidelines to Broker, Broker shall be authorized to obtain appraisals subject to the parameters set forth in the Appraisal Guidelines, as amended from time to time. The appraiser conducting and signing the appraisal or evaluation, as the case may be, shall have no interest, direct or indirect, financial or otherwise, in the subject real estate or in any loan on the security thereof and shall not receive compensation which is affected by the approval or is approved of the loan application.

9. Broker Compensation.

a. Fees Paid by Applicants to Broker. In consideration for services performed by Broker, compensation may be paid by Applicant to Broker if provided for in a separate agreement between Broker and Applicant. Lender is not and will not be a party to any agreement between Broker and an Applicant, and Lender is not responsible for collection of Broker's compensation from Applicant.

b. Amounts Paid by Lender. Except as specified in the Lender Guidelines, as may be amended from time to time, Lender shall have no obligation or responsibility to pay or remit any compensation to Broker. Any compensation to be paid by Lender to Broker shall be earned upon loan funding.

c. Fee Limitations. Broker hereby agrees that the total of all compensation received by it from the Lender, exclusive of reimbursement to Broker for amounts paid by Broker to third parties on behalf of the Applicant, shall not exceed (two percent 2%) of the loan amount.

d. No Other Broker or Finder's Fees. Broker represents and warrants that there are no claims for finder's fees or, except as otherwise set forth herein, broker fees, in connection with the transactions contemplated by this Agreement resulting from any action taken by it for which Lender will be responsible. Broker agrees to exonerate, indemnify and hold harmless Lender with respect to any and all losses sustained by Lender as a result of claims made against Lender by any broker or finder on the basis of any arrangement or agreement made by or on behalf of Broker not provided for herein.

10. Broker's Representations and Warranties. Broker hereby represents and warrants to Lender as follows:

a. To the best of Broker's knowledge, no statement or representation made or document submitted to Lender in connection with any Mortgage Broker Fee Disclosure, this Agreement or any Applications untrue, inaccurate, incomplete or misleading in any respect whatsoever, and Broker will immediately report to Lender any known or believed to be false, inaccurate, altered or forged statement, representation or document which may come to its attention. The statements and representations in the Mortgage Broker Fee Disclosure, this Agreement and all Applications submitted to Lender are made on an on-going basis and shall be true, complete and accurate throughout the term of this Agreement. All documents furnished to Lender have been prepared and executed and copies delivered as required by law and are completed, signed and initialed and all signatures and initials are authorized and genuine.

b. To the best of Broker's knowledge there is no current, pending or threatened bankruptcy, foreclosure, or other litigation pending or threatened against any Applicant or related to the property securing any Applicant's loan, except as Broker advises lender in writing at the time of delivery of the affected Application to Lender.

c. There will be no claims or defenses to repayment of any loan brokered to Lender under this Agreement by reason of any act or omission of Broker or its directors, officer, agents or employees.

d. Broker has no adverse information concerning any applicant which it has not communicated to lender.

e. Broker is knowledgeable in all aspects of real estate lending and with respect to all duties, obligations, limitations, and requirements imposed upon Broker under all applicable Legal Requirements.

f. Broker has complied with all terms and conditions of this agreement, the Lender Guidelines, and all legal requirements applicable to Broker, both general and in Broker's handling of each Application and the preparation of the related documents and materials with respect to each loan.

g. Under and according to the laws of all jurisdictions in which Broker is acting as a mortgage loan broker or is otherwise undertaking the transactions contemplated by

or affected by this Agreement, Broker and each of its employees, agents and independent contractors (1) is in good standing; (2) is duly qualified and licensed to perform its obligations hereunder; (3) will, during the term hereof, maintain such qualifications and licenses; and (4) if not a natural person, is a corporation, a partnership, or limited liability company (as indicated in the introductory paragraph of this Agreement) duly organized and validly existing.

h. If Broker is not a natural person, the execution and delivery of this Agreement by Broker and the performance by Broker of the obligations by it to be performed hereunder have been duly authorized by all necessary corporate, partnership or company action.

i. The execution and delivery of this Agreement by Broker and the performance by Broker of the obligations by it to be performed hereunder do not, and will not, violate any provision of any law, rule, regulation, order, writ, judgment, injunction decree, determination or award presently in effect having applicability to Broker or of the Articles of Incorporation, By-laws, Partnership Agreement, or Operating Agreement, if applicable, of Broker.

j. This Agreement constitutes, when duly executed and delivered by Broker, a legal, valid and binding obligation of Broker enforceable against Broker in accordance with its terms.

k. There are no actions, suits, or proceedings pending nor, to the knowledge of Broker, threatened against or affecting Broker or the properties of Broker, any of Broker's affiliates, or any other company under which Broker is conducting business, before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

l. Other than for the sole and limited purpose of ordering an appraisal as authorized by Lender pursuant to Paragraph 8 of this Agreement, Broker is not an agent of Lender and has disclosed its non-agency status to each Applicant.

11. Independent Contractor. Broker acknowledges and agrees that Broker is an independent contractor, and that neither Broker nor any of its employees shall be considered employees of Lender for any purposes. Broker shall not represent nor conduct itself in any manner which could lead a person to infer that Broker was or is the agent (except in accordance with the express limitation provided below in the paragraph with respect to ordering appraisals), employee, representative, partner, or co-venturer of Lender, or that Broker has the authority to make any contract, create any contractual obligation or bind Lender in any way. Broker shall give notice of the foregoing limitation to each Applicant assisted by Broker for whom Broker intends to submit an Application to Lender. Broker may not represent that Broker's office is an office or branch of Lender, and may not use any sign, letterhead, business card, check, or other identification which implies that Broker's office is an office or branch of Lender or that Broker is an agent or

representative of Lender. Broker may not use the designation “agent” when referring to Broker’s relationship with Lender, except in accordance with the express limitation provided below in this paragraph with respect to appraisals. Broker may not refer to Lender in any solicitation, including , without limitation, advertising or mailings, without prior consent of Lender, which consent may be given or denied by Lender in its sole discretion and any given consent shall not be deemed consent for any subsequent solicitation. Notwithstanding the foregoing, Broker is Lender’s agent for the sole, limited and exclusive purpose of directly engaging an appraiser to conduct an appraisal on property which would be the collateral for a loan to be made by Lender. Broker hereby represents and warrants to Lender, for itself and its employees, as follows:

- (a) Services under this Agreement shall be performed outside all of the places of business of Lender and Broker is responsible for the costs of Broker’s principal place of business where Broker’s services are performed;
- (b) Broker is customarily engaged in the brokerage business, and Broker has a principal place of business for Broker’s services that is eligible for a business deduction for federal income tax purposes;
- (c) On the date of this Agreement, Broker is responsible for filing, at the next applicable filing period, a schedule of expenses with the Internal Revenue Service for Broker’s business;
- (d) To the extent required by laws applicable to Broker, Broker has established as of the date of this Agreement, or will establish within a reasonable period thereafter, an account with the department of revenue in each state where Broker does business, and with such other state agencies as are required by the particular case, for Broker’s business for the payment of all state taxes normally paid by employers and businesses; and
- (e) On the date of this Agreement, Broker is maintaining a separate set of books or records that reflect all items of income and expenses of Broker’s business.

12. Survival of Representations and Warranties. All representations and warranties given, herein by Broker shall survive termination of this Agreement, as well as any loan closing, approval or denial.

13. Notice of Representations and Warranties. Broker agrees that, should any of the representations and warranties made by Broker in this Agreement or any instrument delivered in connection herewith be or become untrue or inaccurate at any time in any material respect, Broker shall give prompt notice thereof to Lender. This covenant shall survive any loan closing, approval or denial, and shall continue in full force and effect after the termination of this Agreement.

14. Financial and Other Information; Updates. Broker shall submit to Lender, upon Lender’s request, Broker’s financial statements for the most recent twelve month period, which statements shall accurately and completely disclose any material adverse changes that have occurred in Broker’s financial condition. In addition, Broker agrees to provide Lender (a) such financial, licensing or other information as Lender may request from time

to time, in the form requested by Lender, for purposes of confirming that Broker continues to meet Lender's requirements for loan brokers and (b) on an on-going basis without specific request from Lender, written notice of any material change in Broker's financial condition and of any pending or threatened litigation which will or may have a material impact on Broker's financial condition.

15. Indemnification. Broker agrees to indemnify, hold harmless and defend Lender, its agents, servants, directors, officers, employees, successors, assigns, and its affiliates (the "Indemnified Parties") from and against any and all losses, claims, demands, damages, expenses or costs which in any way arise out of or relate to any alleged act or omission of Broker or any of its directors, officers, employees or agents, whether in connection with an Application, a loan or this Agreement. Broker's indemnification obligations shall include reasonable attorney's fees incurred by any Indemnified Party, with or without suit, in defending against any and all claims by any third parties, including without limitation, Applicants and governmental agencies. Broker shall give Lender immediate notice of any suit or action instituted against Broker which arises out of the Broker's activities hereunder, and Lender shall have the right to participate in any such suit or action. Lender reserves the right to approve Broker's selection of attorneys, hired by Broker, to protect Lender's interests.

16. Purchase of Loans by Broker. If Lender determines that Broker had knowledge, or through reasonable investigation should have had knowledge, that any statement, representation or warranty made to, or documentation submitted to, Lender in connection with an Application whether by Broker, its agents or employees, the Applicant, or other parties, contained any untrue, inaccurate, forged, incomplete, or misleading information or statements (whether by omission or affirmative statement), Broker shall, upon Lender's demand, promptly purchase the loan affected thereby from Lender (or assignee of Lender) at a price equal to the then outstanding principal balance of such loan, plus accrued interest, together with any advances, premiums, fees, or other costs paid by Lender (or assignee of Lender) at any time in connection with the loan. Broker additionally shall be financially responsible to Lender for any willful misconduct or gross negligence on the part to itself, its agents or employees which willful misconduct or gross negligence causes Lender to suffer financial loss.

17. Term. This Agreement shall commence on the date first above written and shall continue until terminated by either party. This Agreement may be terminated immediately by either party for any reason upon delivery of written notice. Termination shall not affect the obligations of the Parties with respect to any event occurring before termination; provided, however, that (a) Lender shall be entitled to determine, at its sole option, whether to decline or continue to proceed with any Applications pending at the time of such termination and (b) any such Application which Lender does elect to continue to process shall be subject to the terms and conditions of this Agreement as if the Agreement had not been terminated. Broker shall, within five (5) days of the termination of this Agreement, deliver to Lender a list of any Applications submitted to Lender prior to the termination of this Agreement which are pending as of the date of termination of this Agreement.

18. Confidentiality. Broker shall not disclose to any person, other than to representatives of Lender or its counsel, any confidential information obtained by it from Lender or about an Applicant or a loan that has been approved by Lender, and Broker shall take reasonable measures to avoid any unintentional or inadvertent disclosure by Broker's agents or employees of any such confidential information to unauthorized parties.

19. Notices. Any notice necessary to be given hereunder will be sufficient if in writing and delivered either personally or by mail, first class postage prepaid, or by nationally recognized overnight carrier, to the address set forth on the signature page of this Agreement. Notices sent by first class mail shall be deemed received three (3) business days following the date when mailed, and notices personally delivered or sent by overnight courier shall be deemed received upon the earlier of actual receipt or two (2) business days after sending.

20. Facilities. Lender will have no responsibility or obligation to provide Broker with any personnel, material, facilities or equipment required for Broker to perform under this Agreement.

21. Assignment. Neither this Agreement nor any duties or obligations hereunder may be assigned by Broker without the prior written consent of Lender.

22. Non-Waiver. Waiver or forbearance by Lender with respect to any breach of this Agreement or of Broker's representations or warranties shall not constitute a waiver of such breach or of any other provision of this Agreement, and shall not affect Lender's right to redress a breach of any other provision or of any subsequent breach of a similar or dissimilar nature.

23. Arbitration. In the event a dispute arises regarding this Agreement, the Parties agree that such dispute shall be submitted to final and binding arbitration before the American Arbitration Association (hereinafter "AAA"). The Parties to this Agreement will initially agree on the arbitrator to hear the dispute. If the Parties cannot agree, AAA will appoint an arbitrator for such purpose. The arbitration will proceed in accordance with the rules of the AAA unless all Parties agree to a different procedure. The Parties shall share equally in the costs of the arbitration, except that each Party will be responsible for its own attorneys' fees and costs. All such arbitration shall be conducted in the city nearest Lender's home office. Any Party who fails to submit to binding arbitration following a lawful demand by the other Party shall bear all costs and expenses, including reasonable attorneys' fees (including those incurred in any trial, bankruptcy proceeding or an appeal) incurred by the other Party in obtaining a stay of any pending judicial proceeding and compelling arbitration of any dispute. THE PARTIES UNDERSTAND THAT BY THIS AGREEMENT THEY HAVE DECIDED THAT THEIR DISPUTE SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT. , AND ONCE DECIDED BY ARBITRATION NO DISPUTE CAN LATER BE BROUGHT, FILED OR PURSUED IN COURT.

24. Attorneys' Fees. In any action at law, in equity, or by arbitration is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, including costs allocable to in-house attorneys, in addition to any other relief to which such prevailing Party may be entitled.

25. Several Obligations. The obligations and liability of each Lender are several, not joint. Each representation, warranty, and covenant made by a Lender under this Agreement is made for and with respect to that Lender only and not for or with respect to any other Lender, and each obligation and liability of each Lender hereunder is an obligation and liability of that Lender only and not of any other Lender.

26. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereto, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. Each Party acknowledges that no representations inducements, promises or agreements, oral or written, have been made by any Party, or anyone acting on behalf of a Party, which are not embodied in this Agreement. This Agreement shall not be amended except in a writing signed by Lender and Broker.

27. Severability. Each part of this Agreement is intended to be severable. In the event any provision of this Agreement is deemed invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining portions of this Agreement, which shall remain in full force and effect and shall be binding on the Parties.

28. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

29. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provisions thereof.

I hereby acknowledge and agree to the above mentioned provisions.

Signature

Name

Date