WHOLESALE BROKER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____ by and between Provident Savings Bank, FSB ("BANK") and _____("BROKER").

HEREAS, Broker desires to broker loans to BANK and BANK desires to fund loans:
NOW, THEREFORE, in consideration of the premises and of the mutual covenants made herein, and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. ORIGINATION AND FUNDING OF LOANS: Subject to the terms and conditions of this Agreement, broker agrees to process loan packages for conventional loans in accordance with this Agreement, the Broker Policies attached hereto as Exhibit A, and with the procedures and policies of BANK as published to Broker from time to time, and BANK agrees in its sole discretion to fund those loans it deems acceptable. Notwithstanding any provision to the contrary, the decision whether any loan shall be made, and if so, in what amount and under what terms, is in the sole decision of BANK and BANK shall have no obligation whatsoever to accept or fund any loan which is not approved in writing by BANK in its sole discretion. "The relationship between Broker and Bank is not exclusive and Broker and Bank shall be free to engage in business with any other persons or entities."

2. SUBMISSION PROCEDURES: The submission procedures set forth the general terms and conditions under which the Broker is to prepare the loan packages for submission to BANK and is attached hereto as Exhibit A.

3. DUTIES OF BROKER:

(A) On each loan application Broker shall: follow the procedures prescribed by BANK as to appraisals; provide the required borrower's credit documentation directly from the original sources, prepare the required borrower's employment documentation; submit the package to BANK for an underwriting and appraisal determination of the entire credit and property package prior to funding.

(B) All loan applications shall be for loans secured by a Deed of Trust.

(C) Broker shall determine whether any requirements imposed as a condition of funding a loan by BANK have been completed, and if Broker finds them completed, Broker shall certify that such matters have been fully performed or completed in accordance with the terms and conditions imposed. By such certification, Broker shall assume all responsibility to remedy any deviation, deficiency or defect, and for any liability, loss or damage to BANK resulting from such deviation, deficiency or defect.

(D) Broker acknowledges that all approval conditions must be met prior to funding.

(E) On each loan for which an interest rate is locked with Bank, Broker shall exercise best and good faith efforts to deliver said loan to Bank. If the loan has been canceled, or does not qualify, the wholesale loan center must be notified.

(F) Broker shall comply with all local, state and federal laws, and regulations applicable to the organization and conduct of business by Broker and as applicable to each loan and loan application arranged, processed or brokered by Broker including without limitation, all licensing laws and regulations, and all consumer and disclosure laws and regulations including, without limitation, ECOA, Fair Housing Act, the Truth in Lending Act and Regulation Z, the Real Estate Settlement Procedures Act and Regulation X, the National Affordable Housing Act, the Home Mortgage Disclosure Act, the Flood Disaster Protection Act, all as amended from time to time. Broker shall further comply with all procedures, directives and regulations of institutional investors and government administrative agencies including, without limitation, FNMA, FHLMC HUD and VA.

(G) Broker shall be financially responsible for any errors or omissions by Broker (including its employees) on loans submitted by Broker, which cause BANK to suffer any liability, damage or financial loss.

(H) Broker possesses all necessary licenses, permits, and authority to engage in the activities contemplated by this Agreement, and Broker is in full compliance in all respects, and in good standing, with all regulatory and supervisory agencies having jurisdiction over Broker.

(I) Except as otherwise disclosed to BANK in writing before the funding of any Loan, Broker shall have no direct or indirect ownership interest in any property acting as security for the Loan, or affiliation or relationship with any other party having a financial interest in the Loan or the Loan transaction.

4. SPECIFIC REPRESENTATIONS AS TO LOAN PACKAGES:

(A) Broker makes the following representations and warranties to BANK with respect to each loan package, each of which shall be deemed to have been made as of the Agreement date and/or the funding date.

(1) None of the statements or "information" contained in any document submitted with or included as part of the application package, or in any document reviewed in connection with Bank's underwriting decision, contains or will contain any misleading, false or erroneous statements, or omit material facts necessary to make such statements or information accurate and understandable in every respect. For purpose hereof, "information" shall mean any and all information obtained from the borrower or any reference source that would, according to standard practices and procedures in the mortgage lending industry, be within the control or knowledge of the broker.

(2) Each loan package conforms in all respects to the requirements as set forth in the Submission Procedures.

(3) Each proposed loan has been prepared in conformance with all applicable laws and regulations and shall be free from any fraud or misrepresentation with regard thereto.

(4) In the event any funded loan(s) does not meet, or is potentially not prepared in conformance with any of the aforementioned requirements, Broker agrees that BANK shall have the right to withhold any commissions due, until such time as the matter is resolved and the entire package is in conformance with the aforementioned requirements.

(5) Except as previously disclosed by Broker to BANK in writing, there is not pending or threatened any suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation (including an allegation of fraud by another lender) against Broker or its current or former owners, agents, or employees which could have a materially adverse effect on the Broker's business, assets, financial condition, or reputation, or upon any Loan submitted for funding, or previously funded, by BANK.

(6) No borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to BANK with respect to any Loan.

(B) The Broker shall indemnify and hold BANK harmless from and against any loss, cost, damage, claim or expense, including reasonable attorney's fees and costs, which BANK may sustain and which arises out of or is in any way related to, a breach by the Broker of the representations and warranties, set forth in this Agreement. In the event that BANK discovers any misrepresented "information" as defined in 4(A)(1), after the date of funding the loan, BANK can, in its sole discretion, require Broker to repurchase the loan in its entirety, plus reimburse BANK for any costs and expenses incurred.

(C) The foregoing representations, warranties and indemnity obligations of Broker shall survive any termination of this agreement and shall be binding upon Broker notwithstanding any independent review, investigation or underwriting undertaken by Bank or any other person of any loan application or other matter submitted by Broker to Bank.

5. DOCUMENTATION: In the event a loan package is incomplete, Broker shall supply missing required documentation within 3 business days. A loan package missing documentation shall not be funded until such time as all required documentation has been received.

6. COMPENSATION: Broker shall be compensated for its services hereunder as specified in the schedule incorporated by reference attached hereto as Exhibit B.

7. AGREEMENT OF CONFIDENTIALITY:

(A) **"Confidential Information"** - Confidential Information of Broker and Bank (thereafter each the "party") shall mean and include information about hardware, software, screens, specifications, designs, plans, drawing, data, prototypes, discoveries, research, developments, methods, processes, procedures, improvements, "Know-how", compilations, market research, marketing techniques and plans, business plans and strategies, customer names, and all other information related to customers, price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, graphic or machine-readable form, which is unpublished, not available to the general public or trade, and which is maintained as confidential and proprietary information by the disclosing party for regulatory, customer relations, and/or competitive reasons. Confidential information shall also include such confidential and proprietary information or material belonging to a disclosing party of or to which the other party may obtain knowledge or access through or as a result of the performance of its obligations under this Broker Agreement. Confidential Information also includes any information described above which the disclosing party has obtained in confidence from another party who treats it as proprietary or designates it as Confidential Information, whether or not owned or developed by the disclosing party.

(B) Protection of Confidential Information

(i) Each party agrees not to use Confidential Information of the other party for any purpose other than the fulfillment of such party's obligations to the other party under this Broker Agreement. All Confidential Information relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors, and employees to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Broker Agreement and such disclosure is not prohibited by Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138), as it may be amended from time to time (the "GLB Act"), the regulations promulgated thereunder or other applicable law; provided, however, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Broker Agreement by such officers, agents, subcontractors, and employees. Each party further agrees promptly to advise the other party in writing of any misappropriation, or unauthorized disclosure or use by any person of Confidential Information which may come to its attention and to take all steps reasonably requested by the other party to limit, stop or otherwise remedy such misappropriation, or unauthorized disclosure or use. If the GLB Act, the regulations promulgated thereunder or other applicable law now or hereafter in effect imposes a higher standard of confidentiality to the Confidential Information, such standard shall prevail over the provisions of this Broker Agreement.

(ii) Each party shall warrant that appropriate measures designed to protect against unauthorized access to or use of Confidential Information, including customer or consumer information, have been implemented and are adequately maintained. Each party shall warrant that Confidential Information, including customer or consumer information is properly disposed of in a timely manner consistent with the appropriate disposal technique specific to the type of record (i.e. paper records, computer-based records, etc.).

(iii) Each party shall, at a minimum, protect the Confidential Information of the other party in the same manner as it protects its own Confidential Information.

(C) Exceptions

(i) Notwithstanding anything to the contrary contained herein, neither party shall have any obligation with respect to any Confidential Information of the other party, or any portion thereof, which the receiving party can establish by competent proof (including, but not limited to, ideas, concepts, "Known-how" techniques and methodologies): (i) is or becomes generally known to companies engaged in the same or similar business as the parties hereto on a non-confidential basis, through no wrongful act of the receiving party; (ii) is lawfully obtained by the receiving party from a third party which has no obligation to maintain the information as confidential and which provides it to the receiving party without any obligation to maintain the information as proprietary or confidential; (iii) was known prior to its disclosure to the receiving party without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of its business; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (v) is the subject of a written agreement whereby the disclosing party consents to use or disclosure of such Confidential Information.

(ii) If a receiving party or any of its representatives shall be under a legal obligation in any administrative or judicial circumstance to disclose any Confidential Information, the receiving party shall give the disclosing party prompt notice thereof so that the disclosing party may seek a protective order and/or waive the duty of nondisclosure; provided that in the absence of such order or waiter, if the receiving party or any such representative shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure pursuant to the order of such tribunal may be made by the receiving party of its representative without liability hereunder.

(D) Return of Materials: For as long as a party continues to possess or control the Confidential Information furnished by the other party, and for so long as the Confidential Information remains unpublished, confidential and legally protectable as the intellectual property of the disclosing party, except as otherwise specified herein, the receiving party shall make no use of such Confidential Information whatsoever, notwithstanding the expiration of this Broker Agreement. The parties acknowledge their understanding that the expiration of this Broker Agreement shall not be deemed to give either party a right or license to use or disclose the Confidential Information of the other party. Any materials or documents, including copies thereof, which contain Confidential Information of a party, shall be promptly returned to such party upon the request of such party. Upon termination or expiration of the Broker Agreement, all materials or documents, including copies thereof, which contain Confidential Information of a party shall be promptly returned to such party or destroyed.

(E) Injunctive Relief: It is agreed that the unauthorized disclosure or use of any Confidential Information may cause immediate or irreparable injury to the party providing the Confidential Information, and that such party may not be adequately compensated for such injury in monetary damages. Each party therefore acknowledges and agrees that, in such event, the other party shall be entitled to seek any temporary or permanent injunctive relief necessary to prevent such unauthorized disclosure or use, or threat or disclosure or use, and consents to the jurisdiction of any federal or state court of competent jurisdiction in the State of California, for purposes of any suit hereunder and to service of process therein by certified or registered mail, return receipt requested.

8. NO ASSIGNMENT: In entering into this agreement, Bank is relying upon the personal integrity and qualifications of Broker and accordingly this agreement may not be assigned by Broker.

9. TERMINATION: BANK shall have the right to terminate the rights of Broker under this Agreement by written notice to Broker upon the happening of any of the following events:

(A) Insolvency or bankruptcy on the part of the Broker;

(B) The placement of Broker on probation or restriction of its activities by an agency of the State or Federal Government or by FNMA/FHLMC or HUD/VA;

(C) Broker has failed to observe or comply with any of the material terms or provisions of this Agreement;

(D) Broker assigns or attempts to assign its rights or obligations under this Agreement; and

(E) Written notice with or without cause effective upon receipt thereof.

Any termination of the rights of Broker under this agreement shall not relieve Broker of its obligations under this agreement and Broker shall continue to remain liable to Bank for all acts and omissions of Broker and for all loans and loan applications submitted by Broker to Bank.

10. NOTICE: Any notice required or permitted hereunder shall be in writing and shall be sent to Broker at its address shown under its signature or to PROVIDENT BANK at 3756 Central Avenue, Riverside, California 92506 by first class mail.

11. PRIOR ARRANGEMENTS: This Agreement supersedes any prior agreements and understandings between BANK and Broker governing the subject matter hereof; provided, however, that Broker shall not be released from any responsibility or liability that may have arisen under such agreements and understandings.

12. GOVERNING LAW: This Agreement is made in the State of California and shall be governed by the laws of such state.

13. SEVERABILITY: If one or more of the covenants, agreements, provisions or terms of this Agreement shall be for any reason whatsoever held to be invalid or unenforceable, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions and terms of this Agreement and shall in no way affect the validity or enforceability of the other covenants, agreements, provisions or terms of this Agreement.

14. SUCCESSORS: This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, including without limitation, with respect to each loan, any successor owner thereof in whose favor BANK shall execute an Assignment and Acknowledgment with respect to its rights under this Agreement in respect of such loan, provided however, that Broker may not assign any of its rights or obligations hereunder.

15. INDEPENDENT CONTRACTOR: Broker is acting as an independent contractor in the performance of this Agreement and at no time shall Broker represent that it has the authority to bind BANK contractually or that it is acting for or on behalf of BANK or any party other than itself. Nothing in this Agreement shall be construed as making the Broker a joint venture, partner, representative, employee or agent of BANK.

16. COUNSEL FEES: BANK and the Broker shall each be responsible for the fees and disbursements of their respective counsel, provided, however, that if it shall become necessary for either party to enforce this Agreement against the other, then the prevailing party shall be reimbursed by the non-prevailing party for its reasonable attorney's fees and any costs paid or incurred in connection therewith.

17. EARLY REFINANCE: If any payoff and/or liquidation occurs on a loan within 120 days of the initial funding, the Broker will be required to repay to BANK the original Service Release Premium or Rebate paid in connection with said loan.

18. RIGHT OF OFFSET: Amounts owed by broker to BANK under this Agreement may, at BANK'S option and in its sole discretion, be offset by BANK against any payments then or thereafter owed by BANK to Broker.

19. INDEMNIFICATION: As additional consideration for BANK entering into this Agreement, Broker agrees to indemnify, defend and hold BANL harmless from any liability or loss whatsoever arising out of any negligent or improper act or omission of Broker, or any employee of Broker, in the performance of this Agreement, or arising out of any breach by Broker, or any employee of Broker, of this Agreement. Broker further agrees to indemnify, defend and hold BANK harmless from any liability, loss or damage whatsoever arising out of any violation by Broker, or any employee of Broker, of any Federal, State, or local laws or regulations, including, without limitation, the Federal and State disclosure laws, and the rules and regulations of FNMA/FHLMC and HUD/VA if government loan.

20. TRANSMISSION AUTHORIZATION: Broker consents and agrees to receive promotional, advertising, rates and solicitation materials from Lender, via telephone, facsimile, email or any other transmission and agrees to indemnify and hold harmless Lender from any claims and liabilities arising from Broker's failure to meet any federal and/or state regulations and rules, including without limitation, pronounced, pursuant to, or promulgated by the FCC Rules and Regulations implementing the Telephone Consumer Protection Act (TCPA) of 1991.

21. STATUS OF PARTIES: Broker and BANK each represent, warrant and agree that as of the date of this Agreement: (i) each party is duly organized, validly existing and in good legal standing under the laws of its jurisdiction of organization, and has the requisite power and authority to enter into this Agreement and agreements to which both are parties as contemplated by this Agreement; (ii) this Agreement has been duly authorized, executed and delivered to both parties and constitutes a valid and legally binding agreement of each party, enforceable in accordance with its terms; and (iii) there is no action, proceeding or investigation pending or threatened nor any basis therefore known to either party that questions the validity or prospective validity of this Agreement insofar as the Agreement relates to either party, or any essential element upon which this Agreement depends, or any action to be taken by either party pursuant to this Agreement.

22. TIME of ESSENCE: Time if of the essence of this agreement and of each provision of this agreement.

23. APPLICABLE LAW and VENUE: This agreement shall be governed by and construed in accordance with the laws of the State of California, except to the extent preempted by Federal law. Any action or proceeding brought under this agreement shall, at the election of Bank, be litigated exclusively in the State of California, County of Riverside.

24. HEADINGS: The headings in this agreement are inserted as a matter of convenience and for ease of reference only and shall not be used in the construction of this agreement or any of its provisions.

Broker shall not hold itself out as such, nor shall it use BANK'S name in any advertising. Broker is an independent contractor. Broker shall have no power or authority to undertake any other act or transaction on behalf of BANK.

IN WITNESS WHEREOF, the parties hereto respectively have executed this Agreement as of the date first above written.

BROKER OF RECORD/PRINCIPAL NAME: _____

BROKER OF RECORD/PRINCIPAL SIGNATURE: _____ Date _____

Address (principal place of business address) _____

City, State, Zip Code _____

PRINCIPAL NAME: _____

PRINCIPAL SIGNATURE: _____ Date _____

Address (principal place of business address) _____

City, State, Zip Code _____

PRINCIPAL NAME: _____

PRINCIPAL SIGNATURE: _____ Date _____

Address (principal place of business address) _____

City, State, Zip Code _____

PRINCIPAL NAME: _____

PRINCIPAL SIGNATURE: _____ Date _____

Address (principal place of business address) _____

City, State, Zip Code _____

PROVIDENT BANK:

Signed: _____ Date _____

Title: _____