

Borrower's Certification Authorization

(TimeSaver Plus Documentation Program)

Certification

The undersigned certify the following:

1. I/We have applied for a mortgage loan from BAYCAL FINANCIAL CORPORATION. In applying for the loan, I/we completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that BAYCAL FINANCIAL CORPORATION reserves the right to change the mortgage loan review processes to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. I/We have applied for a mortgage loan from BAYCAL FINANCIAL CORPORATION. As part of the application process, BAYCAL FINANCIAL CORPORATION may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to BAYCAL FINANCIAL CORPORATION, and to any investor to whom BAYCAL FINANCIAL CORPORATION may sell my mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balance; credit history; and copies of income tax returns.
3. BAYCAL FINANCIAL CORPORATION or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to BAYCAL FINANCIAL CORPORATION or the investor that purchased the mortgage is appreciated.

(Borrower's Signature)

Date

(Social Security Number)

(Co-Borrower's Signature)

Date

(Social Security Number)



2041 Mission College Blvd., 220-240
Santa Clara, California 95054
408-988-8777 phone
408-844-8333 facsimile

Year acquired
Original cost \$
Amount of existing liens \$

Purpose of refinance (please be specific):

Signature x..... Signature x.....

Describe improvements made to be made:

Signature x..... Signature x.....



2041 Mission College Blvd., 220-240
Santa Clara, California 95054
408-988-8777 phone
408-844-8333 facsimile

**OCCUPANCY AFFIDAVIT
TRANSFER OF TITLE**

OCCUPANCY AFFIDAVIT

BORROWER: _____
PROPERTY ADDRESS:

CITY: STATE: ZIP:

Please be advised that I intend to occupy as my residence the above referenced property immediately. I understand and agree that such occupancy is a condition of granting this loan. I certify that I have read and understand this requirement, that I am not relying on statement to the contrary, and that this statement is not made to induce BayCal Financial Corporation to make this loan. Should I fail to occupy this property as my residence, I agree that my loan may be immediately due and payable in full and I agree to pay all charges and other costs, including attorney's fees, incurred thereby.

BORROWER _____ DATE _____

BORROWER _____ DATE _____

TRANSFER OF TITLE

At the time of closing, document are drawn up transferring title of the property. Please print your name below exactly as you would like it to appear on the documents.

FIRST	MIDDLE	LAST
-------	--------	------

FIRST	MIDDLE	LAST
-------	--------	------



2041 Mission College Blvd., 220-240
Santa Clara, California 95054
408-988-8777 *phone*
408-844-8333 *facsimile*

**EQUAL CREDIT OPPORTUNITY ACT
(REGULATION B)**

RIGHT TO RECEIVE A COPY OF APPRAISAL

You have the right to a copy of the appraisal report used in connection with your application for credit. If you wish a copy, please write to us at the mailing address provided. We must receive your request no later than 90 days after we notify you of the action taken on your credit application, or you withdraw your application. In your letter you must provide us with your name, the address of the subject property, your current address, and the loan number assigned to your transaction.

I (We) have read and understand the aforementioned conditions regarding my right to receive a copy of our appraisal and acknowledge receipt to a copy of this disclosure.

Applicant

Date

Applicant

Date



2041 Mission College Blvd., 220-240
Santa Clara, California 95054
408-988-8777 phone
408-844-8333 facsimile

MORTGAGE LOAN ORIGINATION AGREEMENT

You have applied with BayCal Financial Corporation, a licensed Mortgage Broker, for a residential mortgage loan. We will submit your application for a residential mortgage loan to a participating lender with which it from time to time contracts upon such terms and conditions as you may request or a lender may require. The lenders have asked that this form be furnished to you to clarify the role of mortgage brokers. This form supplements other disclosures or agreements required by law that you should receive from the mortgage broker concerning your application.

SECTION 1. NATURE OF RELATIONSHIP --- In connection with this mortgage loan:

- We have separate independent contractor agreements with various lenders.
- While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

SECTION 2. THE BROKER'S COMPENSATION --- The Lenders whose loan products are distributed by us generally provide their loan products to the mortgage broker at a wholesale rate.

- The retail price we offer you - your interest rate, total points and fees - will include our compensation.
- In some cases, we may be paid all of its compensation by either you or the lender.
- Alternatively, we may be paid a portion of our compensation by both you and the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees.
- Also, in some cases, if you would rather pay less up-front, you may wish to have some or all of your fees paid directly by the lender, which will result in a higher interest rate and higher monthly loan payments than you would otherwise be required to pay.
- We also may be paid by the lender based on (i) the value of the Mortgage Loan or related servicing rights in the market place or (ii) other services, goods or facilities performed or provided by us to the lender.

You may work with us to select the method in which we receive our compensation depending on your financial needs subject to the lender's loan program requirements and credit underwriting guidelines.

The amount of fees and charges that you pay in connection with your loan will be estimated on your Good Faith Estimate. The final amounts will be disclosed on your HUD-1 or HUD-1A Settlement Statement.

By signing below, applicant(s) acknowledge that you have read and understand this document. By your signature, you also acknowledge that you have received a copy of this document.

MORTGAGE LOAN ORIGINATOR

APPLICANT

BY: _____

Signature / Date

Date

CO-APPLICANT

Signature / Date



2041 Mission College Blvd., 220-240
Santa Clara, California 95054
408-988-8777 phone
408-844-8333 facsimile

The Federal Equal Credit Opportunity Act prohibits creditors from discriminatig against credit applicants on the basis of sex or marital status. The Federal Agency which administers compliance with this law concerning this lender is:

Equal Credit Opportunity
Federal Trade Commission
Washington, D.C.

BayCal Financial will not refuse, by reason of sex or marital status, to make a separate mortgage loan to any applicant who is or will be sole and separate owner of the property. If more than one person, whether or not husband and wife, are or will be the owners, or if the property is or will be community property, then all must apply for and become liable for the loan.

Income for alimony, child support or maintenance payments need not be revealed if the applicant does not choose to disclose such income. (However, if an applicant is liable for payment of alimony, child support or maintenance, such information MUST be disclosed.)

No information need be furnished with respect to a spouse or former spouse who is not an or maintenance payments from the spouse or former spouse as a basis for repayment of the loan. If the application is relying on such income, then all information relative to "spouse" in the application must be furnished and the spouse or former spouse must sign an authorization permitting BayCal Financial to order a credit report on the spouse or former spouse and to verify credit information.

If the information furnished in the application does not show an adequate credit standing for the applicant, BayCal Financial will not be in a position to process the application. Therefore, it is in the interest of the applicant to furnish all pertinent credit information, even though not requested or required.

I hereby acknowledge that I have read and understand the above notice to applicants regarding Equal Credit Opportunity.

(Applicant)

(Applicant)



2041 Mission College Blvd., 220-240
Santa Clara, California 95054
408-988-8777 phone
408-844-8333 facsimile

THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977 FAIR LENDING NOTICE

IT IS ILLEGAL TO DISCRIMINATE IN THE PROVISION OF OR IN THE AVAILABILITY OF FINANCIAL ASSISTANCE BECAUSE OF THE CONSIDERATION OF:

1. Trends, characteristics, or condition in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or
2. Race, color, religion, sex, marital status, national origin, or ancestry.

It is illegal to consider the racial, ethnic, religious, or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one-to-four unit family residences occupied by the owner and for the purpose of the home improvement of any one-to-four family residence.

If you have questions about your rights, or if you wish to file a complaint, contact the management of this financial institution or:

Department of Corporations
320 West 4th Street, Suite 750
Los Angeles, CA 90013

The Department of Real Estate
185 Berry Street, Room 5816
San Francisco, CA 94107

Department of Corporations
1390 Market Street, Suite 810
San Francisco, CA 94102

The Department of Real Estate
107 So. Broadway, Suite 8107
Los Angeles, CA 90012

ACKNOWLEDGEMENT OF RECEIPT

I (We) received a copy of this notice

Applicant

Date

Co-Applicant

Date



2041 Mission College Blvd., 220-240
Santa Clara, California 95054
408-988-8777 phone
408-844-8333 facsimile

REIMBURSEMENT FOR REFINANCING OF LOAN
WITHIN TIME PERIOD

In the event I / we refinance the loan through anyone, other than BayCal Financial Corporation, within six (6) months of the funding date, I / we agree to reimburse BayCal Financial Corporation for any, and all, penalties against it by the original Lender, or anyone to whom the loan may have been assigned.

“BY SIGNING BELOW, I / WE HAVE READ, UNDERSTAND, AND CONSENT TO SUCH REIMBURSEMENT SHOULD THE EVENTS DESCRIBED ABOVE OCCUR.”

Applicant

Date

Co-Applicant

Date

Mortgage Loan Originator

Date



2041 Mission College Blvd., 220-240
Santa Clara, California 95054
408-988-8777 *phone*
408-844-8333 *facsimile*

DOCUMENT CERTIFICATION

Borrower(s): _____

Property Address:

Loan Number:

I, an employee of BayCal Financial, hereby certify that the copies of the documents submitted are true copies of original documents provided by the applicant(s). The originals do **NOT** contain any alterations, erasures, or whiteouts. Copies from the original documents were made at BayCal Financial, and by an employee of BayCal Financial. I further hereby certify that each person certifying any documents was duly authorized to make such certification.

Senior Loan Officer

Date

GOOD FAITH ESTIMATE

Applicant(s) _____

Property: _____

City: _____

Sales Price \$ _____ Loan Amount: _____

The applicant(s) whose signature appears here requests that **BayCal Financial Corp.** process a loan in their behalf and agree(s) to pay all legally allowed fees and charges incurred in connection with said processing. It is understood by the applicant(s) that the fees and charges are expenses incurred in their behalf for purposes of obtaining a loan, and as such are not refundable regardless of consummation of this transaction. This Good Faith Estimate is being provided by BayCal Financial Corp., a Mortgage Broker, and no lender has yet been obtained. A lender will provide you with an additional Good Faith Estimate within three business days of receipt of your loan application.

RIGHT OF PRIVACY ACT: This is notice to you as required by the Right to Financial Privacy Act of 1978, that the Department of Housing and Urban Development has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban development without further notice or authorization but will not be disclosed or released to another Government Agency or Department with out your consent except as required or permitted by law.

FAIR CREDIT REPORTING ACT: BayCal Financial Corp. as art of processing your application for a real estate loan, may request a consumer report bearing on your credit worthiness, credit standing and credit capacity. This notice is given pursuant to the Fair Credit Reporting Act of 1970, Section 601 to Section 622, inclusive. You are entitled to such information within 60 days of written demand therefore made to the credit-reporting agency pursuant to Section 606(b) of the Fair Credit Reporting Act.

EQUAL CREDIT REPORTING ACT: The federal Equal Credit Opportunity Act, 15 U.S.C. 1691 et. Seq. prohibits discrimination against credit applicants on the basis of sex and marital status. Beginning March 23, 1977, the Act extends this protection to race, color, religion, national origin, age (provided the applicant has the capacity to contract), whether all or part of the applicant's income is derived from any public assistance program, or if the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency, which administers compliance with this law concerning this Lender, is the Federal Trade Commission, 450 Golden Gate Avenue, San Francisco, California 94102.

STATE OF CALIFORNIA FAIR LENDING NOTICE: Under the Housing Financial Discrimination Act of 1977, it is unlawful for a financial institution to refuse to make a loan or to offer less favorable terms than normal (such as a higher interest rate, larger down payment or shorter maturity) based on any of the following considerations:

1. Neighborhood characteristics (such as the average age of the homes or the income level in the neighborhood) except to limited extent necessary to avoid an unsafe and unsound business practice.
2. Race, sex, color, religion, marital status, national origin or ancestry.

It is also unlawful to consider, in appraising a residence, the racial, ethnic, or religious composition of a particular neighborhood, whether or not such composition is undergoing change or is expected to undergo change.

If you wish to file a complaint, or if you have questions about your rights, contact: Department of Real Estate, 185 Berry Street, room 5816, San Francisco, CA 94107 or Department of Real Estate, 107 South Broadway, Room 8107, Los Angeles, CA 90012. If you file a complaint, the law requires that you receive a decision within thirty (30) days. I/We received a copy of this notice.

GOOD FAITH ESTIMATE OF LOAN CLOSING COSTS: These estimates of closing costs are made pursuant to the requirements of the Real Estate Settlement Procedures Act (RESPA). These estimates do not reflect amounts for "Reserves": for example, deposits in escrow for real estate taxes and hazard insurance, or prepaid hazard insurance premium. You may wish to inquire as to the estimated amounts on these items. The itemized numbers correspond to Disclosure Settlement Statement provided at close of escrow.

801. Loan Origination Fee _____points.....	_____	902. Mortgage Insurance Premiums.....	_____
803. Appraisal Fee	_____	903. Hazard Insurance	_____
804. Credit Report Fee	_____	904. County Property Taxes.....	_____
809. Tax Service	_____	1101. Settlement or Closing/ Escrow fees	_____
810. Processing Fee	_____	1106. Notary Fees	_____
811. Underwriting Fee	_____	1108. Title Insurance	_____
812. Wire Transfer Fee	_____	1201. Recording Fees	_____
901. Prepaid Interest (Est 30 days)	_____	_____. Other	_____
		TOTAL	_____

Compensation to Broker (not Paid Out of Loan Proceeds): Yield Spread Premium from Lender (_____ points)..... _____

APPLICANT(S) AUTHORIZATION AND ACKNOWLEDGMENT:

I/We hereby authorize release of funds to **BayCal Financial Corp.** for fees incurred in obtaining my appraisal, credit report, and FNMA Review Fee (if applicable), and to include any and all rush charges which may be incurred in order to expedite my loan application. I understand that these fees and charges are expenses incurred in my behalf for purposes of obtaining a loan, and as such, are not refundable.

I further understand that if I should cause escrow to cancel after my loan application has been accepted and approved. I may be liable for, and agree to pay, a cancellation fee, not to exceed 1% of the loan amount. I also agree to pay the current rate of interest as permitted by FHA, VA, or Conventional at the time of loan closing.

P.I. \$ _____, M.M.I. \$ _____.

The undersigned applicant(s) hereby acknowledge receipt and understanding of the above information, and also certify that they have received a copy of HUD Booklet, "Your Guide To Settlement Costs".

(Borrower)

(Co-Borrower)

(Borrower)

(Co-Borrower)

VOLUNTARY INFORMATION FOR GOVERNMENT MONITORING PURPOSES

This loan is for purchase or construction of a home, the following information is requested by the Federal Government to monitor the lender's compliance with Equal Credit Opportunity and Fair housing laws. The law provides that a lender may neither discriminate the following information, please initial below.

APPLICANT

Race/National Origin

- _____ American Indian, Alaskan Native
- _____ Asia, Pacific Islander
- _____ Black
- _____ Hispanic
- _____ White
- _____ Other _____

SEX

- _____ Female
- _____ Male

CO-APPLICANT

Race/National Origin

- _____ American Indian, Alaskan Native
- _____ Asia, Pacific Islander
- _____ Black
- _____ Hispanic
- _____ White
- _____ Other _____

SEX

- _____ Female
- _____ Male

RESPA DISCLOSURE STATEMENT

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THIS ACKNOWLEDGEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. § 2601 *et seq.*), you have certain rights under that Federal Law. This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements. If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the date of the transfer. The new loan servicer must also send you notice within 15 days after the date of the transfer. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you under certain limited business emergencies.

Notice must contain certain Information. They must contain the effective date for the transfer of the servicing of your loan to the new servicer, the name, address, and toll-free or collect call telephone number of the new servicers, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of servicing. During the 60-Business Day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Complaint Resolution. Section 6 of RESPA (12 U.S.C. § 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your servicer, your servicer must provide you with a written acknowledgement within 20 business days of receipt of your request. A "qualified written request" is a written correspondence (other than notice on a payment coupon or other payment medium supplied by the servicer), which includes your name and account number, and the information regarding the request. Not later than 60-Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A "Business Day" is any day, excluding public holidays (State or Federal), Saturday and Sunday.

Damages and Costs. Section 6 RESPA also provides for damages and cost for individuals or classes of individual in circumstances where servicers are shown to have violated the requirements of that Section.

Servicing Transfer Estimate by Original Lender

1. The following is the best estimate of what will happen to the servicing of your mortgage loan. We may assign, sell or transfer the servicing of your loan some time while the loan is outstanding.
2. For all the mortgage loans that we make in the 12 month period after your mortgage is funded, we estimate the percentage of mortgage loans for which we will transfer servicing is between: Zero to 25%

This estimate does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. This is our record of transferring the servicing of the loans we have made in the past.

<u>Year</u>	<u>Percentage of Loans Transferred</u> (Rounded to nearest quartile 0%, 25%, 50%, 75% or 100%)
1998.....	100%
1999.....	100%
2000.....	100%
2001.....	100%

The estimate in 2. And 3. above do not include transfers to affiliates or subsidiaries.

LENDER:

ACKNOWLEDGEMENT OF MORTGAGE LOAN APPLICANT

I/We have read this disclosure form and understand its contents, as evidenced by my/our signature(s) below.

_____ Date

_____ Date

_____ Date

_____ Date



BAYCALTM
FINANCIAL

Mortgage Broker Engagement Agreement

2041 Mission College Blvd., 220-240
Santa Clara, California 95054
408-988-8777 phone
408-844-8333 facsimile

This Mortgage Broker Engagement Agreement (the "Agreement") is the written contract between us, **BayCal Financial Corporation, a California corporation** and you, relative to the mortgage broker services to be performed by us for you. Our services as mortgage broker are governed by the terms set forth below:

1. **CONDITIONS.** This agreement will be effective upon your execution and return of a signed copy of this agreement.
1. **SCOPE OF SERVICES.** You are hiring us as your mortgage broker, to represent you relative to submitting a residential mortgage loan application to a participating lender with whom we contract from time to time. We will provide those mortgage broker services reasonably required to represent you. Unless you and we make a different agreement in writing, this Agreement and the Mortgage Broker Fee Disclosure will govern all future services we may perform for you.
2. **APPLICANT'S DUTIES.** You agree to be truthful with us, to cooperate, to keep us informed of developments to abide by this agreement, to pay our commission and to keep us advised of your address, telephone number and whereabouts.
3. **MORTGAGE BROKERAGE FEE.** We will not charge you an amount based on the actual time we spend in assisting you to apply for a mortgage loan nor our costs and expenses incurred in providing such services to you, including telephone calls, postage, travel expenses, photocopying and other reproduction costs, and other similar items.
Our mortgage brokerage fee will be solely based on a percentage of the mortgage loan you obtain. The fee may be paid to us in the form of a commission from the lender (a yield spread premium). It is agreed that our fee is for the purpose of compensating us for the value of our services and our costs and expenses incurred on your behalf. The value of our services and our costs and expenses include, but are not limited to, our time spent on your behalf, actual direct costs and expenses, overhead and administrative costs and expenses including insurance coverage for risks associated with our services. You agree that the value of our services and our costs and expenses have a relationship to the amount of the loan you are applying for and that basing our mortgage brokerage fee on a percentage of the loan obtained constitutes a reasonable estimate of the fair and reasonable services, costs and expenses we will incur as a result of our services to you.
4. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time. We may withdraw with your consent or for good cause. Good cause includes your breach of his Agreement; your refusal to cooperate with us or to follow our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical.
5. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee that you will obtain a mortgage loan. We make no such promises or guarantees. Our comments about the availability of mortgage loans are expressions of opinion only.
6. **DISCLAIMER OF FIDUCIARY DUTIES.** Nothing in this Agreement and nothing done by us in performing our services to you as mortgage broker will be construed as a fiduciary duty and you expressly agree that we owe you no fiduciary duties other than as may be provided by the California statutory laws regulating mortgage brokers.
7. **ARBITRATION OF DISPUTES.** ANY CONTROVERSY OR CLAIM BETWEEN YOU AND US, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PERFORMANCE BY US AS YOUR MORTGAGE BROKER, INCLUDING ANY CLAIM BASED ON OR ARISING FROM CONTRACT, TORT OR EQUITY, SHALL AT THE REQUEST OF EITHER OF US BE DETERMINED BY ARBITRATION. THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE UNITED STATES ARBITRATION ACT (TITLE 9, U.S CODE), NOTWITHSTANDING ANY CHOICE OF LAW PROVISION IN THIS AGREEMENT, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR(S) SHALL GIVE EFFECT TO STATUTES OF LIMITATION IN DETERMINING ANY CLAIM. ANY CONTROVERSY CONCERNING WHETHER AN ISSUE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR (S). JUDGMENT UPON THE ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR JUDICIAL RELIEF OR PURSUIT OF A PROVISIONAL OR ANCILLARY REMEDY SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE PLAINTIFF, TO SUBMIT THE CONTROVERSY OR CLAIM TO ARBITRATION IF ANY OTHER PARTY CONTESTS THE ACTION FOR JUDICIAL RELIEF.

NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

BORROWERS' INITIALS _____ / _____

I/We have read and understood the foregoing terms and agree to them. If more than one party signs below, we each agree to be liable, jointly and severally, for the mortgage broker's fee payable to you.

By: _____
Applicant

By: _____
Applicant



2041 Mission College Blvd., 220-240
Santa Clara, California 95054
408-988-8777 phone
408-844-8333 facsimile

Privacy Policy

1. Privacy Policy

BayCal Financial Corporation is committed to providing the highest level of security and privacy regarding the collection and use of our user's personal information. Personal information may be collected through the submission of loan application. We recognize the importance of respecting the privacy of our users and we hope that the following privacy statement will help you understand how BayCal collects, uses and safeguards the personal information you provide to us.

We are required by law to give you this privacy notice. It describes our policies and practices that protect your privacy.

What follows is a description of the information we collect and disclose, including the parties who receive non-public information from us.

2. Information We Collect About You

We collect information about you from the following sources:

- Information we receive from you on applications and other forms;
- Information obtained when verifying the information you provide on an application or other form (this may be obtained from, but is not restricted to, your current or past employers, or from other institutions where you have conducted financial transactions);
- Information we receive from a credit report agency.

3. Disclosure of Information to Parties that Provide Services to Us

We may disclose information we collect, as provided by law and as described above, to companies that perform marketing or other services on our behalf or to other financial institutions with whom we have joint marketing agreements, so that we may provide customers competitive products and services. We may also disclose non-public personal information about you under circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of BayCal, follow your instructions as you authorize or protect the security of financial records.

4. Disclosure of Information About Former Customers

If you decide to terminate your relationship with BayCal, we will not share information we have collected about you, except as may be required by law and will remove any information from our files within a reasonable period of time.

5. How to Opt Out or Stop Certain Disclosures About You

At this time, we do not intend to disclose non-public personal information other than as noted above. If in the future, BayCal intends to disclose non-public information other than the above, BayCal will provide an additional notice, and provide an opportunity to opt out if applicable. The opt out does not apply to disclosures that are legally permitted or required or to disclosures that BayCal makes to companies that perform services on our behalf or to other financial institutions that have joint marketing agreements with BayCal.

6. How We Protect Your Information

We restrict access to non-public information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public personal information.

7. What Customers Can Do to Help

BayCal is committed to protecting the privacy of its customers. You can help by following these simple guidelines:

- Use caution when disclosing your account numbers, social security numbers, etc., to other persons. If someone calls you, explains the call is on behalf of BayCal and asks for your account number, you should beware. Official BayCal staff will have access to your information and will not need to ask for it.
- Keep your information current. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity, we will attempt to contact you immediately. If your address or phone number changes, please let us know.
- Let us know if you have any questions. Please do not hesitate to call us - we are here to serve you. Call 1-650-347-8828 or write us at BayCal Financial Corporation, 1350 Bayshore Hwy., Suite 270, Burlingame, CA 94010.

This notice is provided pursuant to Title V of the Gramm-Leach_Biley Act (GLBA) of 1999, 12 CFR 40.

Applicant	Date	Co-Applicant	Date
-----------	------	--------------	------

Mortgage Loan Originator	Date
--------------------------	------



2041 Mission College Blvd., 220-240
 Santa Clara, California 95054
 408-988-8777 phone
 408-844-8333 facsimile

CUSTOMER IDENTIFICATION FORM (USA Patriot Act Section 326)

Borrower's Name: _____
Residential Street Address: _____

Important information about procedures for opening a new account or requesting a loan

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or requests a loan.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Your information will be protected by our Privacy Policy and federal law.

For persons without a SSN/TIN, the ID number must be from one of the following: passport, alien ID card, or any other government issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

At least two forms of identification must be presented and documented. For applications taken in person, at least one "Primary" form of ID must be used. For all other applications, any combination of Primary and Secondary Ids may be used. Complete a separate form for each Borrower.

Primary Forms of Identification – must display Borrower's name

Document	Country/State of Origin	ID Number	Date of Birth	Expiration Date
<input type="checkbox"/> State Issued Driver License				
<input type="checkbox"/> State Issued ID Card				
<input type="checkbox"/> Military ID Card				
<input type="checkbox"/> Passport				
<input type="checkbox"/> US Alien Registration Card				
<input type="checkbox"/> Canadian Driver License				

Secondary Forms of Identification – must display Borrower's name

Document	Name of Issuer on Form	ID Number	Issuance Date	Expiration Date
<input type="checkbox"/> Social Security Card	U.S. Government			
<input type="checkbox"/> Government Issued Visa				
<input type="checkbox"/> Birth Certificate				
<input type="checkbox"/> Non-US/Canadian Driver License				
<input type="checkbox"/> Most Recent Signed Tax Returns	<input type="checkbox"/> Fed <input type="checkbox"/> State			
<input type="checkbox"/> Property Tax Bill				
<input type="checkbox"/> Voter Registration Card				
<input type="checkbox"/> Organizational Membership Card				
<input type="checkbox"/> Bank/Investment/Loan Statements				
<input type="checkbox"/> Paycheck stub with name				
<input type="checkbox"/> Most Recent W-2				
<input type="checkbox"/> Home/car/renter insurance papers				
<input type="checkbox"/> Recent utility bill				

Borrower's Signature: _____ **Date:** _____

I certify that I have personally viewed and accurately recorded the information from the documents identified above, and have reasonably confirmed the identity of the applicant.

Loan Agent Signature: _____ **Date:** _____

Loan Agent Name: _____



CUSTOMER IDENTIFICATION FORM (USA Patriot Act Section 326)

Borrower's Name:
Residential Street Address: _

Important information about procedures for opening a new account or requesting a loan

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or requests a loan.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Your information will be protected by our Privacy Policy and federal law.

For persons without a SSN/TIN, the ID number must be from one of the following: passport, alien ID card, or any other government issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

At least two forms of identification must be presented and documented. For applications taken in person, at least one "Primary" form of ID must be used. For all other applications, any combination of Primary and Secondary Ids may be used. Complete a separate form for each Borrower.

Primary Forms of Identification – must display Borrower's name

Document	Country/State of Origin	ID Number	Date of Birth	Expiration Date
<input type="checkbox"/> State Issued Driver License				
<input type="checkbox"/> State Issued ID Card				
<input type="checkbox"/> Military ID Card				
<input type="checkbox"/> Passport				
<input type="checkbox"/> US Alien Registration Card				
<input type="checkbox"/> Canadian Driver License				

Secondary Forms of Identification – must display Borrower's name

Document	Name of Issuer on Form	ID Number	Issuance Date	Expiration Date
<input type="checkbox"/> Social Security Card	U.S. Government			
<input type="checkbox"/> Government Issued Visa				
<input type="checkbox"/> Birth Certificate				
<input type="checkbox"/> Non-US/Canadian Driver License				
<input type="checkbox"/> Most Recent Signed Tax Returns	<input type="checkbox"/> Fed <input type="checkbox"/> State			
<input type="checkbox"/> Property Tax Bill				
<input type="checkbox"/> Voter Registration Card				
<input type="checkbox"/> Organizational Membership Card				
<input type="checkbox"/> Bank/Investment/Loan Statements				
<input type="checkbox"/> Paycheck stub with name				
<input type="checkbox"/> Most Recent W-2				
<input type="checkbox"/> Home/car/renter insurance papers				
<input type="checkbox"/> Recent utility bill				

Borrower's Signature: _____ **Date:** _____

I certify that I have personally viewed and accurately recorded the information from the documents identified above, and have reasonably confirmed the identity of the applicant.

Loan Agent Signature: _____ **Date:** _____

Loan Agent Name: _____