DEPARTMENT OF REAL ESTATE
PO Box 187000
Sacramento, CA 95818-7000
916 227-0770

December 6, 2008

Arani & Beno Inc
Soodabeh Arani, Designated Officer
3540 Wilshire Blvd, Suite 1215
Los Angeles, CA 90010

RE: Advance Fee Agreement

Dear Soodabeh Arani,

This letter will acknowledge our receipt of the revised advance fee agreement and accounting format you submitted on November 10, 2008.

The Department has no objection to your use of the advance fee agreement and accounting format **after the following corrections are made** and **a copy of the corrected agreement is sent to the Department**.

1. The form cannot be used as authorization, since it does not specify what information is being requested and does not identify the sources from which it is requested. Remove this paragraph. The client must be provided an adequate authorization form.

2. Our records do not include AYC as a DBA and it appears to have no association to your brokerage.

3. The required notices must be included:

Notice: California Civil Code Section 2945.4 prohibits any real estate licensee from claiming, demanding, charging, collecting or receiving any compensation from a person whose residence is in foreclosure until all of the promised services have been fully performed and completed. DO NOT SIGN THIS AGREEMENT IF A NOTICE OF DEFAULT HAS BEEN RECORDED AGAINST THE PROPERTY. _____ _____ .
Initials Initials

CLIENT (PRINCIPAL/PROPERTY OWNER) CERTIFIES THAT A NOTICE OF DEFAULT HAS NOT BEEN RECORDED AGAINST THE PROPERTY,

_____ _____.
Initials Initials

4. Include a space for the date of the broker's signature.

Please note that any changes to the agreement or the accounting format must be submitted to the Department for review before it is used. Any promotional materials that the broker may subsequently wish to use will require our prior review, as well.

This letter does not constitute, nor may the broker make any representation that the Department of Real Estate has endorsed or approved any aspect of the broker's business activities.

Sincerely,

Sylvia I. Yrigollen
Senior Deputy Commissioner
Advance Fee Review Section

AUTHORIZATION TO OBTAIN RECORDS

TO: Lender's Name_____

Lender's Address_____

_____

Re: Loan No. _____

Property Address: _____

_____

I/We, _____ hereby grant permission to and authorize Arani & Beno, Inc., dba Capital Servicing Group and/or its employee, agent, or representative to obtain records and to review, examine, inspect, copy or obtain a copy of any and all documents and information in your possession or control in connection with the above referenced property and loan.

This authorization shall be in full force and effect whether it is an original or photocopy of the same. This authorization is valid only for the duration and purpose of this claim, as herein referenced above.

A photocopy of this authorization shall be considered valid.

Date:_____ Client's Signature:_____

Date:_____ Client's Signature:_____

CAPITAL SERVICING GROUP

3540 Wilshire Blvd., Suite 1215
Los Angeles, CA 90010

Tel. 213-249-9084
Fax 213-380-9904

Loan Modification Disclosure and Agreement

This Agreement is made and entered into on this _____ day of _____ 2008, by and between Arani & Beno, Inc. dba Capital Servicing Group (hereinafter referred to as "CSG"), and the Borrower/Borrowers, _____ (hereinafter interchangeably referred to as the "Homeowner" or "Borrower/Co-Borrower) owning the Property located at (hereinafter referred to as the "Property") subject to and conditioned upon the following for the Home Saver Program:

RECITALS

WHEREAS, CSG is in the business of providing an analysis of real estate debt, secured or otherwise, income and examining the potential for restructuring and lowering Homeowner's general debt and real property-secured debt, and

WHEREAS, Homeowner wishes to employ CSG to perform, in good faith, the following services, ("the Services"): (a) analyze Homeowner's debt situation, (b) research potential debt restructuring options that are or may be available to Homeowner, (c) present Homeowner with the results of such research and 4) if it is determined that the loan modification is suitable and beneficial to Homeowner, then CSG shall engage Homeowner's Lender to initiate a loan modification process. CSG is not a foreclosure consultant company.

NOW THEREFORE, in consideration of the foregoing and every term, covenant and conditions hereafter set forth, CSG and Homeowner do hereby understand, covenant and agree as follows:

1. **Provide Complete and Truthful Information**. CSG has delivered to YOU a loan modification "checklist" concurrently with the delivery of this Loan Modification Disclosure and Agreement. Homeowner expressly represents and warrants to CSG that he/she/they will at all times, provide CSG with information that is complete and accurate and true to the best of their knowledge and belief.

2. **Performance of Service.** Upon receipt of all information from Homeowner and payment in advance for the Services as provided herein, CSG shall promptly analyze Homeowner's financial situation, and perform whatever research CSG determines in its sole discretion is necessary, reasonable or advisable, in the carrying out of its duties owed to Homeowner. Upon completion of CSG's analysis of Homeowner's debt situation, researching potential debt restructuring options, and presenting Homeowner with such potential options, if feasible and beneficial to Homeowner, CSG shall engage Homeowner's Lender to initiate a loan modification on behalf of the Homeowner.

3. Fees for Services: For and in consideration of the foregoing, Homeowner agrees to pay to CSG upon execution of this Agreement an Advance Fee in the amount of **$595.00**.

NOTICE: California Civil Code Section 2945.4 prohibits any real estate licensee from claiming, demanding, charging, collecting or receiving any compensation from a person whose residence is in foreclosure until all of the promised services have been fully performed and completed. DO NOT SIGN THIS AGREEMENT IF A NOTICE OF DEFAULT HAS BEEN RECORDED AGAINST THE PROPERTY.

_____ _____
Initials Initials

CLIENT (PRINCIPAL/PROPERTY OWNER) CERTIFIES THAT A NOTICE OF DEFAULT HAS NOT BEEN RECORDED AGAINST THE PROPERTY.

_____ _____
Initials Initials

This Agreement is in conjunction with Homeowner's Loan as follows:

Lender's Name:_____
Address:_____
_____
Phone No.:_____
Loan No.:_____

CSG shall complete its due-diligence to determine Homeowner's eligibility for a loan modification within seven (7) days of receipt of Homeowner's complete information package as per Exhibit "A" attached hereto.

The total amount of Contract, including the Advance Fee shall be $3,500.00) based on the following payment schedule:

A.	Advance Processing Fee This fee is collected to process Homeowner's information and determine Homeowner's eligibility for loan modification. This fee is refundable if Homeowner does not wish to proceed with loan modification after evaluating CSG's research and analysis or Lender does not approve Modification of the Loan after Homeowner has advised CSG to proceed with the Loan Modification process.	$ 595.00
B.	Due within 30 days of execution of this Agreement. Therefore, this portion of the Advance Fee shall be due by _____. This amount is refundable if Lender does not approve modification of the Loan.	$1,405.00
C.	Balance Due--the Sooner of 30 days from execution of Agreement OR obtaining Lender's Approval. If the sooner shall	$ 1,500.00

be within 30 days of execution of this Agreement, then, this portion of the Advance Fee shall be due on _____. (This balance is refundable if Lender does not approve modification of the loan.)

Total $3,500.00

NOTICE: THE AMOUNT OR RATE OF FEES SPECIFIED IN THIS AGREEMENT FOR SERVICES IS NOT FIXED BY CALIFORNIA LAW. FEES ARE SET BY EACH BROKER INDIVIDUALLY AND ARE SUBJECT TO NEGOTIATION BETWEEN CLIENT (PRINCIPAL/HOMEOWNER) AND THE BROKER.

ALL PAYMENTS RECEIVED FROM HOMEWONER SHALL BE DEPOSITED INTO A TRUST ACCOUNT AND KEPT IN THE SUBJECT ACCOUNT AT CITIBANK (ACCOUNT NUMBER: 202886289) UNTIL ALL SERVICES ARE COMPLETED BY CSG. BROKER SHALL PROVIDE THE PRINCIPAL WITH VERIFIFED ACCOUNTINGS AS DESCRIBED IN BUSINESS AND PROFESSIONAL CODE SECTION 10146. CSG SHALL DISCLOSE TO HOMEOWNER VERIFIED ACCOUNTING AT THE END OF EACH CALENDAR QUARTER AND UPON COMPLETION OF THE CONTRACT.

4. **Gender**. Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neutral gender shall include the male and female as well as a trust, company, corporation, or other legal domestic or foreign entity, all as the context and meaning of this Agreement may require.

5. **Headings**. The paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only, and shall be disregarded for all other purposes including the construction or enforcement of this Agreement or any of its provisions.

6. **Cross-reference**. All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

7. **Time is of the essence**. Time is of the essence of every provision of this Agreement that specifies a time for performance.

8. **Facsimile Signature.** The parties mutually understand and agree that signature of a facsimile copy of this Agreement shall be deemed an original for all lawfully enforceable purposes.

9. **Agreement Received**. By virtue of their signatures below, Homeowner acknowledges that he/she has read, understands and agrees to every term, covenant and conditions of this Agreement and that he/she has received a true and complete copy hereof, effective the date first above written.

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

11. **Modification of Agreement.** This Agreement may only be modified or amended by a written agreement signed by a corporate officer of CSG and you. If you have any questions regarding this Loan Modification Disclosure and Agreement, please contact your Loan Modification Agent at 1-213-249-9084.

LEGAL AUTHORIZATION FORM. This form will serve to acknowledge that the captioned mortgagor has authorized our firm, CSG to act on their behalf to resolve their mortgage-related issues. This is in accordance with Title 24 of the CFR 203.500 (HUD). An Authorization form is attached to this Agreement for Homeowner's review and approval.

CANCELLATION AND REFUND POLICIES

You, the Homeowner may cancel this Agreement at any time prior to your determining whether the loan modification is suitable in your situation in which case all fees collected from you by CSG shall be returned to you without any deductions within seven (7) days of receipt of your Notice of Cancellation.

By initialing below, I hereby acknowledge that I have not been advised by CSG, any of its agents, and/or affiliates to forego a mortgage payment in exchange for the cost of a loan modification program. I understand that a loan modification request will not halt any foreclosure or debt collection proceedings. I further acknowledge that no guarantees have been provided to me/us by CSG, and/or any of its agents and/or affiliates and a positive outcome is not guaranteed. I further certify that I have not received a Notice of Default or Notice of Trustee Sale (any type of foreclosure proceedings) and/or in process of bankruptcy of any type.

BORROWR'S INITIALS:_____ CO-BORROWER'S INITIALS:_____

Borrower Signature_____ Date:_____

SSN:_____

Co-Borrower's Signature_____ Date:_____

SSN:_____

Arani & Beno, Inc.
dba Capital Servicing Group

By:_____ Date:_____
Soodabeh Arani
President/Broker of Record

Exhibit "A"
To
Loan Modification Disclosure and Agreement

List of Document to be Provided by Homeowner

1. Pay Stub(s) (one month, if currently employed);
2. Tax Returns (Last Two Years);
3. W-2s (Last Two Years);
4. Bank Statements (At Least Last Two Months);
5. Promissory Note(s) (for both 1st and 2nd T.D., if applicable);
6. Any and all notices and correspondence received from Lender(s);
7. Last Mortgage Statement;
8. List of current income and expenses;
9. All supporting documents regarding any hardship experienced;
10. Insurance Statement (Most Recent);
11. Property Tax Statement (Most Recent);

TRUST BANK ACCOUNT RECORD FOR EACH BENEFICIARY

Owner (Client):_____
Address:_____
Remarks:_____

Bank Information:
CitiBank
3530 Wilshire Blvd.
Los Angeles, CA 90010

Account Holder:
Capital Servicing Group
3540 Wilshire Blvd., Suite 1215
Los Angeles, CA 90010
Tel. 213-249-9084
Account No. 202886289

Lender's Name:_____
Lender's Address:_____
_____

Loan No.:_____

****

Date:	Deposit (Received From)	OR	Withdrawal (Paid to)	Amount	Balance

Name:_____ Name:_____ $_____ $_____
Check___Cash____ Check No.:_____
FOR: Initial Advance Fee to process Homeowner's information and determine Homeowner's eligibility for loan modification.

Name:_____ Name:_____ $_____ $_____
Check___Cash____ Check No.:_____
FOR: Additional Deposit Due within 30 days of execution of Agreement as per Paragraph 3.B. of that certain Loan Modification Disclosure and Agreement dated _____between the above-referenced Owner and Capital Servicing Group.

Name:_____ Name:_____ $_____ $_____
Check___Cash____ Check No.:_____
FOR: Second Additional Deposit as per Paragraph 3.C. of that certain Loan Modification Disclosure and Agreement dated _____between the above-referenced Owner and Capital Servicing Group.

Name:_____ Name:_____ $_____ $_____
Check___Cash____ Check No.:_____
FOR: _____
_____
_____

Name:_____ Name:_____ $_____ $_____
Check___Cash____ Check No.:_____
FOR: _____
_____
_____

I, Soodabeh Arani, the Broker of Record of Arani & Beno, Inc., dba Capital Servicing Group hereby attest that the above accounting is true and correct.

Arani & Beno, Inc.
dba Capital Servicing Group

By:_____ Date:_____
Soodabeh Arani
Broker of Record