

BROKER APPLICATION

Thank you for expressing an interest in becoming an approved correspondent lender/broker with CFN Mortgage Capital.

Please enclose complete copies of the following documents in your application package to CFN Mortgage Capital:

- Resumes for all Owners, Principals and Key Employees
- Applicable licenses as required by state and local (Branch Business License and Officer License)
- HUD/VA Approval Letter
- Articles of Incorporation – Certified
- Articles of Organization and Operation Agreement – Certified
- Partnership Agreement
- Copy of filing of Fictitious Business Name Statement from each county (if applicable)
- Most Recent Audited Financial Statements certified by a CPA or Tax Preparer
- Applicable insurance policies (must include Errors & Omissions or Fidelity Bond)
- Quality Control Plan
- Tri-Merged Credit Report dated within the last 3 months for all principals (if available)

Please sign and return the following enclosed documents:

- Broker Application
- Certificate of Corporate Resolution (if applicable)
- Consent to Receive Information by Fax and/or Email
- Loan Fraud Zero Tolerance Policy
- IRS Form W-9
- CFN Mortgage Capital User / Administrator Designation Form
- **CFN Mortgage Capital Broker Agreement** (including Exhibit A), initialed and signed by the **owner(s)**

****Please DO NOT strikethrough, add or make any changes on the Broker Agreement****

Note: Changes made to the Agreement will not be accepted.

Send **ORIGINAL** completed Application Package to:

**CFN Mortgage Capital
ATTN: Broker Approval Department
30366 Old Dixie Highway
Miami, FL 33033**

If you have any questions, please contact the Broker Approval Department at 800.854.3779

ACCOUNT EXECUTIVE INFORMATION

Have you been contacted by a CFN Mortgage Capital Account Executive? Yes No

If yes, please provide their name: _____

CORRESPONDENT / BROKER INFORMATION

Legal Name of Company: _____

Doing Business As (DBA) Name(s): _____

Business Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number _____

Company Website Address: _____ Email Address: _____

Broker of Record Name: _____

Broker Social Security Number: _____

Business Start Date: _____

Please check one

Type of Business: Sole Proprietorship Partnership Corporation LLC Other

Primary Contact: _____

Phone: _____ Email Address: _____

COMPANY FILING INFORMATION

Date of Incorporation: _____ State of Incorporation: _____

Federal Tax ID Number: _____ Date Issued: _____ Exp. _____

AGENCY APPROVALS

Fannie Mae Number: _____ Date Approved: _____

Freddie Mac Number: _____ Date Approved: _____

FHA/HUD Number: _____ Date Approved: _____

Veterans Affairs Number: _____ Date Approved: _____

LICENSING

Please provide current licenses in every state in which company is licensed to originate loans. If company maintains branch locations, please provide current licenses for each branch location.

In which states is company licensed to originate business? (check all that apply please)

- | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|----|----|----|----|
| AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID |
| IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO |
| MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA |
| RI | SC | SD | TN | TX | UT | VT | VA | WA | WV | WI | | |

BRANCH LOCATIONS

Branch Manager	Branch Address	Phone	Fax	Email

In order to approve branch, please provide the following information along with this application:

- Branch Manager's Current Resume
- Copy of Current Branch License for each state in which Branch conducts business
- Letter of Good Standing from Corporate Office of the Branch

AFFILIATED COMPANIES

Please list all company(s) with whom applicant is currently affiliated or in which applicant has ownership interest.

Company Name	Type of Business	Address	Phone	% of Ownership

PRINCIPALS

Please provide the following information on all owners of company: (if additional principals, please list on a separate page)

Name	Title	% of Ownership	SSN	Date of Birth	Residential Address

LENDER REFERENCES

Please provide the following information related to applicant's current lender references: (if additional Lender references please provide on a separate page)

Lender Name	Contact Person	Title	Phone Number

DISCLOSURE / DUE DILLIGENCE

- Has your company ever been suspended from selling or servicing mortgages by any investor? If yes, please provide brief explanation.

- Has your company, and/or principals or corporate officers, been named as a defendant in a law suit for alleged fraud or misrepresentation in connection with any real estate related activity? If yes, please provide explanation.

- Has your company, and/or principals or corporate officers, been named as a defendant in a criminal proceeding/complaint/conviction for alleged fraud or misrepresentation in connection with any real estate-related activity? If yes, please provide an explanation.

4. Has your company, and/or principals or corporate officers ever had a real estate or professional license suspended, revoked, or received any other disciplinary action from a regulatory agency? If yes, please provide an explanation.

AUTHORIZATIONS

For the purpose of inducing lenders to provide financing for customers of the undersigned, I (we) certify the above information to be true and correct. The undersigned declares that the foregoing information and all accompanying information are true to the best of his/her knowledge and belief.

I/we authorize CFN Mortgage Capital to make whatever credit inquiries it deems necessary in connection with my/our Broker Application or in the course of review or collection of any credit extended in reference to the Application. I/we authorize and instruct any person or consumer-reporting agency to compile and furnish any information it may have or obtain in response to such credit inquiries. A photocopy of this form is to be treated as if it is an original.

Signature	Social Security Number	Date
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Home Address	City	State	Zip
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Signature	Social Security Number	Date
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Home Address	City	State	Zip
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Signature	Social Security Number	Date
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Home Address	City	State	Zip
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Signature	Social Security Number	Date
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Home Address	City	State	Zip
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ACKNOWLEDGMENTS

_____ (business name)
of _____(City), _____(State), hereinafter referred to as "the Applicant",
acknowledges that it is in the best interest of both Applicant and CFN Mortgage Capital for CFN Mortgage
Capital to perform due diligence concerning Applicant's background and experience. Applicant further
acknowledges that Applicant benefits from the efficiencies in the due diligence process that are possible
when CFN Mortgage Capital and other similarly situated entities in the mortgage industry exchange
information about their experiences in doing business with individuals and companies such as Applicant.
Therefore, Applicant hereby consents and gives CFN Mortgage Capital, its successors and/or assigns,
permission to submit the name of Applicant's company and any and all employees of that company for
screening through any and all mortgage industry background databases, including, without limitation,
databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data
Exchange ("MIDEX"). Applicant understands that CFN Mortgage Capital performs quality control reviews of the
loans that Applicant submits to CFN Mortgage Capital for registration, review, underwriting and/or purchase.
Applicant understands and hereby consents to the release of information about any loan application that is
believed to contain misrepresentations and/or irregularities. Applicant agrees and gives its consent that it and its
employees may be named as the originating entity or loan officers on such loans, whether or not Applicant or its
employees are implicated in the misrepresentations and/or irregularities. Applicant hereby releases and agrees to
hold harmless CFN Mortgage Capital, its successors and/or assigns, Mortgage Asset Research Institute, Inc.,
all MIDEX subscribers, and any trade associations that endorse the MIDEX system from any and all
liability for damages, losses, costs, and expenses that may arise form the reporting or use of any information
submitted by CFN Mortgage Capital Lending Corporation, its successors and/or assigns, or any other MIDEX
subscriber to Mortgage Asset Research Institute, Inc., recorded in the MIDEX system, and used in any way by
CFN Mortgage Capital, its successors and/or assigns, or any other MIDEX subscriber.

Name _____ Position/Title: _____
(Print or Type Name)

X _____ Date: _____

Name _____ Position/Title: _____
(Print or Type Name)

X _____ Date: _____

Name _____ Position/Title: _____
(Print or Type Name)

X _____ Date: _____

BROKER AGREEMENT

This broker agreement ("Agreement"), is made and dated as of the _____ day of _____, 20____ by and between The Crossfire Financial Network, Inc., a Florida Corporation d/b/a CFN Mortgage Capital ("CFN") and _____, a _____ corporation, with its principal place of business at _____ ("Broker").

RECITAL

The Broker, from time to time, desires to submit residential mortgage loan applications to CFN Mortgage Capital and CFN Mortgage Capital is willing, subject to the terms of this Agreement, to accept and fund, either on its own or through an affiliate, from time to time, residential mortgage loans originated by the Broker.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual undertakings herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Origination.

1.01 Broker Origination. Broker, in its discretion and at its sole expense, may submit to CFN Mortgage Capital, on behalf of prospective borrowers, applications for residential first and second mortgage loans which conform to all the requirements of the then prevailing loan programs offered by CFN Mortgage Capital to the Broker at the time of receipt of an application. Each mortgage loan application must be in accordance with CFN Financial Service's Wholesale Guide on forms acceptable to CFN Mortgage Capital. Broker agrees that the acceptance or processing of any loan application shall not, in and of itself, be construed as a commitment or obligation on CFN Mortgage Capital to fund the loan. The decision to approve any loan application shall be in the sole discretion of CFN Mortgage Capital in accordance with its then prevailing underwriting standards existing at the time of the receipt of a completed application. Nothing contained herein is intended to be a commitment by CFN Mortgage Capital to make or fund any mortgage loan and the making or funding of a mortgage loan by CFN Mortgage Capital shall not be considered a commitment by CFN Mortgage Capital to make or fund any additional mortgage loan. Upon submission of a file to CFN Mortgage Capital, Broker thereby assigns all right, title, and interest on the file, (including any servicing rights) to CFN Mortgage Capital with the exception of the right to Broker's allowable fees as regulated by any federal, state or municipal governing body and the file becomes the property of CFN Mortgage Capital. Broker, in submitting loan applications is acting as agent for the applicant and is responsible for keeping the applicant fully informed as to the status of the application. CFN Mortgage Capital shall keep Broker informed of such status, and Broker agrees to accurately and promptly pass all such information on to the applicant. Broker, as the agent for the applicant, provides services directly to the applicant, which services will vary from applicant to applicant depending upon the applicant's individual credit and financial circumstances as well as the specific property for which financing is sought. The Broker's services shall include those set forth on Exhibit "A" attached hereto. Broker is responsible for arranging the amount of its compensation and any fees directly with each applicant, and agrees to provide this information to CFN Mortgage Capital at the earliest opportunity in the application process. Broker shall be responsible for reviewing all loan product-pricing options with each applicant and shall inform the applicant of any compensation to be paid by lender to Broker as a result of the selection of a particular product. Broker shall update the applicant in this regard if any aspect of the applicant's loan transaction changes.

1.02 Approved Branches. CFN Mortgage Capital will accept application packages only from Broker's branch offices as listed on the Broker Application. Broker agrees that it is fully responsible for all applications submitted by such approved branches. In the event that Broker wishes to authorize additional branches to submit loan applications pursuant to this Agreement, Broker shall submit to CFN Mortgage Capital a completed and executed Branch Addition Form. In the event that Broker wishes to terminate the authorization for a branch to submit applications, Broker must notify CFN Mortgage Capital in writing of such fact. Broker agrees that any application

submitted by a branch, which has been authorized by Broker pursuant to these provisions, shall be subject to the terms of this Agreement and that Broker shall be fully liable for such application, unless and until Broker notifies CFN Mortgage Capital in writing of the revocation of such authorization.

1.03 Non-Exclusive. The Broker acknowledges and agrees that the Broker has a non-exclusive right to originate mortgage loans to submit to CFN Mortgage Capital and that CFN Mortgage Capital may originate and make mortgage loans itself or use other independent mortgage brokers to originate mortgage loans, within the same territory as Broker or elsewhere including, without limitation, mortgage loan programs not offered to Broker.

1.04 Authority. Broker agrees it has no authority to obligate, commit or bind CFN Mortgage Capital to any agreement for any purpose or to any person, firm or corporation without CFN Financial Service's prior specific consent and Broker shall not make any representation, agreement, or commitment to any loan applicant on behalf of CFN Mortgage Capital without CFN Financial Service's prior written approval or misrepresent any of CFN Financial Service's loan programs to any applicant.

2. Closing. Each mortgage loan shall be closed by settlement agents who have been approved by CFN Mortgage Capital. As a condition of funding, all mortgage loans shall be closed in accordance with the terms and conditions set forth for mortgage loans in the specific loan closing instructions.

3. Broker Fees

3.01 Fees on Funded Mortgage Loans. All fees of the Broker in connection with the application or the processing, making or closing of any mortgage loan may be deducted from the proceeds of the loan and will be paid upon completion of all loan documentation in accordance with the loan closing instructions. The Broker agrees to charge only such fees for its services and such expenses as are permitted by applicable law.

3.02 Fees on Non-funded Mortgage Loans. No fees or other compensation will be due and payable from CFN Mortgage Capital to Broker if the proposed mortgage loan is not accepted and funded by CFN Mortgage Capital.

3.03 Early Payoff Premium Reimbursement. If compensation (premium) is paid by CFN Mortgage Capital to Broker for a mortgage loan and such mortgage loan is prepaid within 180 days after the settlement date, Broker shall upon demand by CFN Mortgage Capital, refund such compensation to CFN Mortgage Capital within 15 days of receipt of written notice.

3.04 Early Payment Default. Broker shall, upon 15 days written notice, repurchase from CFN Mortgage Capital any closed loan whose first loan payment is 30 or more days delinquent. The repurchase price shall be equal to the unpaid principal balance of the loan plus any accrued but unpaid interest due CFN Mortgage Capital on the date of repurchase, all advances made under the mortgage loan or documents securing the mortgage loan, including, without limitation, taxes and insurance, and any compensation (premium) paid by CFN Mortgage Capital to Broker for the mortgage loan. Broker agrees to indemnify CFN Mortgage Capital against any and all costs and expenses, including reasonable attorney fees, relating to the enforcement of this Agreement.

4. Continuing Representations, Covenants and Warranties. In order to induce CFN Mortgage Capital to enter into this Agreement and to fund mortgage loans, Broker warrants, represents and covenants that (a) as of the date hereof; (b) at the time the Broker submits a mortgage loan application hereunder; and (c) at the time of funding of each mortgage loan by CFN Mortgage Capital hereunder that:

4.01 Authority. Broker has the full power and authority and capacity to enter into this Agreement. This agreement has been duly authorized, executed and delivered by Broker and constitutes a valid and binding obligation of Broker enforceable in accordance with its terms. The performance of Broker's duties under this agreement will not violate the provisions of Broker's organizational documents, any agreement to which it may be a party or any court order, judgment or decree to which it may be subject.

4.02 Broker's Organization. Broker is duly organized and validly existing and in good standing under the laws of the place of its formation, and Broker is qualified and in good standing in every other jurisdiction where its business or operation requires such qualification.

4.03 Validity. This Agreement and the terms and provisions herein are legal, valid and binding obligations of Broker, and are enforceable against Broker in accordance with their terms.

4.04 Compliance with Laws of Applicable Jurisdiction(s): Broker has all licenses and permits to conduct its mortgage business that are required by the applicable jurisdiction(s) from which all mortgage loans originate and where the real property securing the mortgage loan is located.

4.05 Absence of Claims. Except as previously disclosed by Broker to CFN Mortgage Capital in writing, there is not pending or threatened any suit, action, arbitration, or legal, administrative or other proceeding or governmental investigation, nor has there been any allegation of fraud or high delinquencies by another lender, against Broker or its current or former agents or employees.

4.06 Warranties as to Each Mortgage Loan.

a) Compliance with Applicable Law. Each mortgage application and each mortgage loan represents a bona fide transaction that has been carried out in accordance with all applicable laws and regulations as may apply to the solicitation, placement and closing of mortgage loans, including, but not limited to, the making of all required disclosures correctly to all persons entitled to receive them within the time specified under such laws or rules and regulations, which shall include but not be limited to: (a) Real Estate Settlement Procedures Act of 1974, as amended – Regulation X; (b) Fair Credit Reporting Act; (c) Equal Credit Opportunity Act–Regulation B; (d) Truth-in-Lending Act–Regulation Z; and applicable regulations of the Federal Home Loan Bank Board and the Comptroller of the Currency; and for which the total consideration, to be advanced by CFN Mortgage Capital, shall in fact have been advanced as required.

b) Borrower Capacity. After reasonable inquiry, and to the best of Broker's knowledge and belief, all signatures, names, addresses, amounts and other statements appearing on the credit application, mortgage notes and all other documents relating to each mortgage loan, are true and correct and do not omit any material information, and the obligors named thereon are of majority age, have legal capacity to enter into the mortgage loan, and are living.

c) No Untrue Statements. None of the statements or information contained in any document submitted with or included as part of the application package, or any document reviewed in connection with CFN Financial Service's underwriting decision, contains or will contain any misleading, false or erroneous statements, or omit facts necessary to make such statements or information accurate and understandable in every respect. All documents submitted are genuine and each mortgage and mortgage note is the legal valid and binding obligation of the maker thereof and is enforceable in accordance with its terms, except only as such enforcement may be limited by bankruptcy, insolvency, reorganization, and all parties to each loan had full legal capacity to execute all loan documents and convey the state therein purported to be conveyed and each loan document has been duly and properly executed by all parties there to and acknowledged, where required; all certified copies of original documents are true copies of the originals; the documents, instruments and agreements submitted for loan underwriting were not falsified and contain no untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the information and statements therein not misleading; no fraud was committed in connection with the origination of the loan. All other representations as to each such loan are true and correct and meet the requirements and specifications of all parts of this Agreement. **BROKER UNDERSTANDS THAT BY MAKING THIS WARRANTY CONTAINED IN THIS SUBPARAGRAPH IT IS WARRANTING THE ACCURACY OF ALL INFORMATION CONTAINED IN ANY LOAN PACKAGE SUBMITTED TO CFN MORTGAGE CAPITAL, WHETHER OR NOT BROKER HAS KNOWLEDGE OF OR REASON TO SUSPECT, ANY INACCURACY.**

d) Appraisal. Each mortgage loan file contains an appraisal of the subject property signed prior to the approval of the mortgage loan application by a qualified appraiser, who had no interest, direct or indirect, in the subject property or in any loan made on the security thereof; and whose compensation is not affected by the approval or disapproval of the mortgage loan application. The appraisal was prepared in accordance with appraisal practices generally acceptable to institutional investors and includes information concerning comparable property values. At the time that the appraisal was made, the appraiser was in

compliance with all applicable licensing and certification requirements in the state in which the subject property is located. The appraisal contains no false or intentionally misleading statement of material fact, and the appraiser has not intentionally withheld information necessary to prevent any material fact from being misleading. The appraisal is of a form customarily accepted by investors in residential mortgages.

e) Control of Documents. Except where borrower has been asked to submit any loan documents directly to Broker, no borrower shall have had in its direct or indirect possession or control any completed credit, income employment or deposit verification document.

f) Ownership. Broker shall have no direct ownership interest or financial interest in any property serving as security for a loan, in any title company, escrow company or notary providing settlement services on a loan, nor shall Broker have any financial interest, whether evidenced by ownership or debt, in any property serving as security for a loan at any time prior to funding of the loan by CFN Mortgage Capital, except with prior written approval of CFN Mortgage Capital or with respect to the seller of the property in the case of loans sought by a borrower buying the property.

g) Fraud Prevention. Broker shall advise each of its agents and employees that any individual participating in fraud or similar activity increasing the risk of delinquency may be subject to immediate termination. Broker shall cooperate in any fraud or excess delinquency investigations conducted by CFN Mortgage Capital. CFN Mortgage Capital shall have the right to conduct quality control audits during Broker's normal business hours and to review those files related to loan packages submitted to CFN Mortgage Capital. Broker shall provide to CFN Mortgage Capital copies of any written reports on regulatory audits of Broker's business and operations within 5 business days of receipt of such reports.

5. Survival of Warranties, Representations and Covenants. The warranties, representations and covenants contained herein and Broker's liability to CFN Mortgage Capital of any nature or kind, with respect to mortgage loans funded by CFN Mortgage Capital shall survive the execution, termination or cancellation of this Agreement or any subsequent agreement hereunder and the sale or assignment of any specific mortgage loan. It is understood that CFN Mortgage Capital may rely upon Broker's warranties, representations and covenants, irrespective of any inspection or knowledge of CFN Mortgage Capital, and Broker shall not be relieved of any liability to CFN Mortgage Capital as a result thereof unless CFN Mortgage Capital expressly waives, in writing, a breach of any warranty or representation with respect to a particular mortgage loan, nor shall such waiver be deemed a waiver of any such breach in the future. Further, Broker shall not be relieved of any liability to CFN Mortgage Capital as a result of, nor may broker assert a claim or defense based on CFN Financial Service's advice concerning approval of the form of legal documentation used in connection with the mortgage loans.

6. Independent Contractors. This Agreement shall not be deemed to constitute the parties hereto as partners or joint ventures, nor shall any party be deemed to constitute the other party as its agent. CFN Mortgage Capital does not assume any liability or incur any obligation of Broker by the execution of this Agreement. It is intended by the parties that Broker have the legal status of independent contractor in relation to CFN Mortgage Capital.

7. Indemnification of CFN Mortgage Capital. Broker agrees to indemnify and hold CFN Mortgage Capital, its affiliates, shareholders, directors, officers, agents, employees, successors and assigns harmless from and against, and shall reimburse the same with respect to any and all loss, damage, demand, claim, liability, cost and expense, including reasonable attorney fee, from any cause whatsoever sustained or incurred by CFN Mortgage Capital by reason of or arising out of or in connection with any investigation undertaken by CFN Mortgage Capital in respect to any document included as part of an Application package; any breach of any representation, warranty or covenant contained in this agreement; Broker's failure to perform any of its obligations under this Agreement; or any claim by a borrower resulting from CFN Mortgage Capital's failure or refusal to fund a loan other than pursuant to a binding commitment by CFN Mortgage Capital to fund such loan. Broker's obligation to fully indemnify CFN Mortgage Capital under this Agreement shall not be affected by CFN Mortgage Capital taking any of the following actions with or without notice to Broker: liquidation, repayment, retirement or sale or resale of any loan; foreclosure of any loan; or sale or resale of the property securing any loan. In the event of any claim against CFN Mortgage Capital by a mortgage loan debtor which indicates that Broker may have

breached this Agreement, CFN Mortgage Capital shall have the right to assume the legal defense of CFN Mortgage Capital and Broker including, but not limited to, any appellate proceedings, and Broker shall pay CFN Mortgage Capital its reasonable legal costs and expenses.

8. Financial Statements. Broker shall furnish to CFN Mortgage Capital for as long as this Agreement is in effect, and as soon as is available (in any event within 90 days after the end of each fiscal year of Broker) financial statements of Broker consisting of a balance sheet as of the end of such fiscal year, together with the related statement of income or loss and reinvested earnings and changes in financial position of Broker for such fiscal year, prepared by independent certified public accountants in accordance with generally accepted accounting principles. In addition, Broker shall also provide to CFN Mortgage Capital, from time to time, upon reasonable request by CFN Mortgage Capital and thirty (30) days prior notice, any other financial reports or statements reasonably required by CFN Mortgage Capital.

9. Books, Records, and Reports. Broker agrees to maintain usual and customary accurate books and reports with respect to all Mortgage Loans funded by CFN Mortgage Capital. CFN Mortgage Capital or any of its agents shall have the right, at reasonable business hours, to examine and audit the books, records, correspondence, collections, quality control and collection procedures and other papers and computer-stored information relating to any mortgage loan funded by CFN Mortgage Capital and to make copies there from.

10. Limited Power of Attorney. Broker irrevocably makes, constitutes and appoints CFN Mortgage Capital its attorney-in-fact with full power of substitution for and on behalf and in the name of Broker (which CFN Mortgage Capital is under no obligation to use) for the limited purpose of endorsing any checks, instruments or other papers in Broker's possession representing payments on mortgage loans and mortgages funded by CFN Mortgage Capital, to complete, execute, deliver and record any assignment or other document, to endorse any mortgage loan note in the name of Broker and do every act or thing necessary or desirable to effect transfer of a CFN Mortgage Capital-funded mortgage loan note or mortgage or any related collateral to protect the interest of CFN Mortgage Capital in the collateral for the mortgage loans.

11. Events of Default. Broker shall be in default under this Agreement upon the happening of any of the following events or conditions: (i) default in the payment or performance of any other obligation, covenant or liability of Broker contained or referred to herein, or in any other obligation owed by Broker to CFN Mortgage Capital; (ii) any warranty, representation or statement furnished to CFN Mortgage Capital or on behalf of Broker in connection with this Agreement proves to have been false in any material respect when made or furnished; (iii) dissolution, termination of existence, insolvency, business failure, appointment of a receiver or custodian for benefit of creditors by, or the commencement of any case or proceeding under any bankruptcy or insolvency law by or against Broker or its Subsidiaries (if any) unless said proceeding, if commenced against Broker or any of its Subsidiaries is dismissed within 60 days from the date it is filed; or (iv) occurrence of any material adverse change in the financial or operating condition of Broker.

12. Remedies Upon Default. Upon an event of default, CFN Mortgage Capital may at its election, (i) terminate this Agreement, (ii) exercise all rights and remedies available at law or in equity and (iii) upon an event of default under Section 4 of this Agreement, without limiting any other right or remedy available to CFN Mortgage Capital and at CFN Mortgage Capital's discretion and upon written demand by CFN Mortgage Capital, Broker shall purchase the mortgage loan from CFN Mortgage Capital at a price equal to the mortgage loan's then unpaid principal balance, plus all interest through the date of repurchase, all advances made under the mortgage loan or documents securing the mortgage loan including, without limitation, taxes and insurance, all expenses of collection of the mortgage loan, including, without limitation, attorney's fees and costs of foreclosure, and any compensation paid by CFN Mortgage Capital to Broker for the mortgage loan. All remedies available to CFN Mortgage Capital shall be cumulative not alternate and the exercise of one or more of them shall not preclude exercising one or more of the others.

13. Termination–Expiration. This Agreement may be terminated at any time by mutual agreement of the parties or in the sole discretion of CFN Mortgage Capital at any time, upon one (1) business day's notice by CFN Mortgage Capital to Broker. CFN Mortgage Capital shall not be obligated to fund any mortgage loan originated by Broker once notice to terminate has been communicated to Broker. CFN Mortgage Capital will fund

mortgage loans for which commitments have been issued prior to termination provided that Broker is not in violation of this Agreement and provided further that all conditions of CFN Mortgage Capital's commitment are met in a timely fashion as determined solely by CFN Mortgage Capital. After termination, the provisions of the Agreement shall remain in effect for those mortgage loans funded by CFN Mortgage Capital prior to the date of termination.

14. Miscellaneous.

14.01 Notices. Except as to routine business matters, any and all communications between the parties hereto or notices provided herein to be given shall be delivered in person or sent by certified or registered mail, return receipt requested, at the address set forth below or to such other address as either party may by notice indicate to the other from time to time. Notices to CFN Mortgage Capital should be to the attention of the Quality Control and Assurance Department. All notices shall be deemed delivered three (3) days after mailing, as herein set forth.

14.02 Right To Offset. Amounts owed by Broker to CFN Mortgage Capital under this Agreement may, at CFN Mortgage Capital's option and in its sole discretion, be offset by CFN Mortgage Capital against any payments then or thereafter owed by Broker to CFN Mortgage Capital.

14.03 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.04 Delay – No Waiver. No delay in exercising, or failure to exercise any right, power or remedy accruing to CFN Mortgage Capital through any breach or default of Broker under this Agreement, or any acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, shall impair any such right, power or remedy of CFN Mortgage Capital; nor shall any waiver of any single breach or default be deemed a waiver of any breach or default thereafter occurring.

14.05 Entire Agreement; Amendments to Agreement. This Agreement sets forth the entire agreement among the parties hereto, and there are no other agreements, express or implied, written or oral, except as set forth herein. This Agreement may not be amended, altered or changed except in writing by all parties hereto or by means of program announcements issued by CFN Mortgage Capital;

14.06 Partial Validity. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provisions of this Agreement;

14.07 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument;

14.08 No Assignment by Broker. This Agreement shall not be assignable by Broker without the express written approval of CFN Mortgage Capital, which approval CFN Mortgage Capital may withhold at its sole discretion;

14.09 Materiality/Reliance by CFN Mortgage Capital. All covenants, agreements and representations made herein and in documents delivered in support of this Agreement, now or in the future, shall be deemed to have been material and relied on by CFN Mortgage Capital and shall not merge with this Agreement;

14.10 No Third-Party Beneficiary. The parties hereto understand and agree that there is no intention to confer any benefits upon any person or legal entity not a party to this Agreement.

14.11 Florida Law/Consent to Jurisdiction and Service. This Agreement and the Note shall be governed by the laws of the State of Florida. Broker agrees and consents to the exclusive jurisdiction of the Courts of Miami-Dade County, Florida and/or The United States District Court For The Southern District of Florida and hereby waives all right to demand a jury trial in any and all proceedings whether arising hereunder or under any other

agreement or undertaking and irrevocably agrees to service of process by certified mail, return receipt requested, to the address set forth herein, or such address as may appear on CFN Mortgage Capital's records.

IN WITNESS WHEREOF, _____ (Broker, complete only if a corporation or limited liability company) has caused its corporate name to be hereunto affixed and this instrument to be signed by its _____ (title) and has caused its corporate seal to be hereunto affixed and attested by its _____ (secretary or assistant secretary) and CFN Mortgage Capital has caused its corporate name to be hereunto affixed and this instrument to be signed by its _____ and has caused its corporate seal to be hereunto affixed and attested by its _____, all as of the date and year first hereinabove written.

OWNER:

CFN Mortgage Capital
30366 Old Dixie Highway
Miami, FL 33033

Company Name

By: _____

Street Address

Its: _____

City, State, ZIP

Phone Number

By: _____

Signature of Owner

Print Name

EXHIBIT "A"

DESKTOP UNDERWRITER® SCHEDULE

User Agreement

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 20___, between _____ ("User") and CFN Mortgage Capital. Any capitalized terms used herein and not otherwise defined shall have the meanings given them in the License Agreement (as hereinafter defined).

WHEREAS, User is an Affiliate or Subsidiary of Licensee and desires to use the Licensed Software in connection with mortgage loan origination and/or underwriting activities.

NOW THEREFORE, in consideration of the above, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Licensee and User agree as follows:

1. User has read the License Agreement and understands and agrees that it shall be fully obligated to comply with each and every provision of such License Agreement in connection with User's use of the Licensed Software; provided, however, that if User is an Affiliate, its responsibilities under the section of the License Agreement captioned "Fees, Taxes and Billing" (the "Pricing Terms") shall be limited to the provisions of the applicable rate sheet or posting under heading "Certain Correspondent-Related Obligations," if Licensee has agreed with Fannie Mae to comply with the other provisions of the Pricing Terms on behalf of User. A complete copy of the License Agreement has been provided to User, if User is a Subsidiary, and a copy of which (excluding the Pricing Terms for which Licensee has assumed responsibility) has been provided to User, if User is an Affiliate.
2. Licensee agrees that its rights under the License Agreement shall extend to User in connection with User's use of the Licensed Software. User agrees that the rights under the License Agreement granted to it shall not extend to any third party, including, but not limited to, User's subsidiaries and/or affiliates.
3. Licensee expressly appoints User as its agent, as that term is defined in the FCRA, in connection with any use of the Licensed Software by User with respect to Mortgage Loan Applications or Prequalification Analyses originated by Licensee.
4. In connection with the processing and evaluation of Consumer Credit Data by the Licensed Software for purposes of making an underwriting recommendation or performing a Prequalification Analysis (if applicable), User expressly appoints Fannie Mae, as owner of the Licensed Software, as its agent, as that term is defined in the FCRA. As User's agent, Fannie Mae shall, and is hereby expressly authorized by User to, obtain Consumer Credit Data for the sole purpose of performing a Prequalification Analysis and/or making an underwriting recommendation. User also expressly acknowledges, understands and agrees that Fannie Mae's role as User's agent shall not extend beyond the limited purposes set forth in this Paragraph 4, and for all other purposes, there shall be no such principal and agent relationship. Moreover, User shall in no way misrepresent to third parties the limited extent of this principal/agent relationship. User further acknowledges, understands and agrees that any recommendation rendered by the Licensed Software in the evaluation of Consumer Credit Data will not constitute an approval or denial of the Mortgage Loan Application by Fannie Mae or a commitment to purchase the loan by Fannie Mae.
5. If User is an Affiliate, User shall use the Licensed Software for the sole purpose of (i) originating or underwriting mortgage loans intended to be closed by Licensee, or assigned or sold to Licensee, and/or (ii) performing Prequalification Analyses for Licensee (to the extent that the performance of Prequalification Analyses utilizing the Licensed Software is permitted under the License Agreement). If User is a Subsidiary, User shall use the Licensed Software only in connection with its own Mortgage Loan Applications and/or Prequalification Analyses and/or those of Licensee (to the extent that the performance of Prequalification Analyses utilizing the Licensed Software is permitted under the License Agreement) .

6. The parties acknowledge and agree that Fannie Mae is an intended beneficiary of this Agreement.
7. This Agreement shall remain in full force and effect unless otherwise terminated by either party. The parties acknowledge and agree that this Agreement is subject to the License Agreement and that this Agreement shall terminate upon termination of the License Agreement by Fannie Mae and/or Licensee. In addition, (i) in the event that User breaches any term or condition of this Agreement, Licensee may terminate this Agreement immediately upon written notice to User, and (ii) either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other.
8. Upon termination of this Agreement, User shall be obligated to immediately cease using the Licensed Software, to destroy all copies of the Licensed Software and return all copies of the Documentation to Licensee. Upon request from Licensee, User shall provide Licensee with written certification of its compliance with the foregoing, executed by a duly authorized officer of User.
9. If User is an Affiliate, Licensee, and not Fannie Mae, shall be responsible for providing User with (i) software installation support, (ii) first line support with respect to User questions and comments concerning Fannie Mae's automated underwriting guidelines and policies, including, but not limited to, questions concerning the interpretation and applicability of DESKTOP UNDERWRITER® findings reports and questions relating to Fannie Mae's "Guide to Underwriting with Desktop Underwriter®," and (iii) appropriate training relating to the use of the Licensed Software and such guidelines and policies.
10. In the event that there exists an express or implied contradiction between the terms of this Agreement and the terms of the License Agreement, the terms of the License Agreement shall govern.
11. This Agreement may not be assigned by User to any other person(s), firm(s), corporation(s) or other entities without the prior express written approval of Fannie Mae and Licensee.
12. All notices, requests, demands, and other communications (other than routine operational communications) required or permitted hereunder shall be in writing and shall be deemed to have been received by a party (i) when actually received in the case of hand delivery, (ii) one (1) business day after being given to a reputable overnight courier with a reliable system for tracking delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this paragraph, or (iv) seven (7) days after the date of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to the recipient's contact person/address set forth below:

Licensee: CFN Mortgage Capital
30366 Old Dixie Highway
Homestead, FL 33033

User: _____

In the event that the recipient does not so specify a contact person/address, notices shall be addressed to the general counsel and the recipient's corporate headquarters. A party may from time to time change its address or designee for notification purposes by giving the other party prior written notice of the new address or contact person and the date upon which it will become effective.

13. This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the District of Columbia, without reference to its conflicts of law principles.
14. If any of the provisions of this Agreement are invalid under any applicable statute or law, such provisions shall be deemed to be deleted from this Agreement to the extent of such invalidity, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first written above.

CFN Mortgage Capital

By: _____

Name: _____

Title: _____

("User")

By: _____

Name: _____

Title: _____

EXHIBIT "B"

BROKER SERVICES

In connection with submitting completed loan application packages to Lender for processing and loan approval consideration, Broker agrees to provide the following services:

1. Broker will educate prospective loan applicants (Applicants) about the home buying and financing process and will advise Applicants about the different types of loan products available from Lender, and demonstrate how closing costs and monthly payment would vary under each product.
2. Broker will analyze Applicants' income and debt and pre-qualify Applicants to determine the maximum mortgage that Applicants may be able to afford.
3. Broker will assist Applicants in selecting a loan program.
4. Broker will discuss with Applicants the general underwriting ratios and general property underwriting guidelines of Lender.
5. After providing such counseling and pre-qualification services, Broker will assist Applicants in completing a mortgage loan application.
6. Broker will collect applicant financial information and such other related documents that are required by lender as part of the loan application process. In the event such information is not available at time of application, Broker will work diligently with Applicants to obtain such information and promptly forward the material to Lender.
7. Broker will discuss Lender's procedures and loan pricing options available to Applicants.
8. Broker will provide Applicants with a copy of the U.S. Department of Housing and Urban Development's booklet "Settlement Costs" and a properly completed Good Faith Estimate within three (3) business days after the loan application is received or prepared in full compliance with the requirements of RESPA.
9. Broker will provide Applicants with a properly completed Truth in Lending Disclosure Statement within three (3) business days after the loan application is received or prepared in full compliance with the requirements of Regulation Z of the Truth in Lending Act.
10. In the event Applicants express interest in applying for an adjustable rate mortgage loan, at the time the application form is provided or before the Applicants pay a non-refundable fee, whichever is earlier, Broker will provide Applicants with a copy of the Federal Home Loan Bank Board's booklet entitled "Consumer Handbook on Adjustable Rate Mortgages" and a loan program disclosure for each adjustable rate mortgage loan program for which Applicants express interest.
11. Broker will provide Applicants with such other forms, disclosures and/or documents that are otherwise required to be provided by Broker to Applicants under applicable local, state and federal laws, rules and regulations that are applicable to Broker.
12. Broker will order a property appraisal report reflecting the bona fide market value of the subject property from an appraiser who is duly qualified, licensed and who has no financial or other interest in the transaction.
13. Broker will initiate all necessary processing related verification forms, including verifications of employment and deposit.
14. Broker will initiate requests for mortgage and other loan verifications.

15. Broker will assist Applicants in understanding and clearing credit problems.
16. Broker will provide the completed loan application package to the Lender designated branch office for loan processing. The loan application package shall contain the completed loan application form, copies of all disclosures delivered to Applicants and all other Lender required documentation.
17. Broker will maintain a "conversation log" to document all contact with Applicants from the date of application through the date of loan closing.
18. Broker will maintain contact with Applicants builders/realtors and others involved in the transaction, as applicable, between application and closing to apprise them of the status of the application and to gather any additional information as needed to assist Lender in processing, underwriting and, if approved, closing and funding the loan.
19. In the event of loan approval, Broker will assist Lender in coordinating the loan closing and obtaining any documents, which may be reasonably requested by the closing and post closing departments of Lender.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first written above.

CFN Mortgage Capital

("User")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

CERTIFICATE OF CORPORATE RESOLUTION

The undersigned corporate secretary, general partner or manager of _____ (the "Company") hereby certifies that at a duly-noticed meeting of the governing body of the Company at which a quorum was present and voted, the following resolutions were adopted:

RESOLVED, that the form of Broker Agreement between the Company and CFN Mortgage Capital (CFN) attached hereto (the Agreement) is hereby approved and ratified:

RESOLVED FURTHER, that any of the following named individuals is hereby authorized, empowered and directed to execute and deliver the Agreement on behalf of the Company, and thereafter to take or cause to be taken any and all actions, including, without limitation, the execution, acknowledgement, filing, amendment and delivery of any and all papers, agreements, documents, instruments, and certificates, as such named individuals deem necessary or advisable to carry out and perform the obligations under the Agreement and consummate the transactions contemplated therein:

(Print or Type Name)

(Title)

(Print or Type Name)

(Title)

(Print or Type Name)

(Title)

RESOLVED FURTHER, that in addition to the individuals named above, the following named individuals are hereby authorized, empowered and directed on behalf of the Company and in connection with the transfer, assignment or sale of any mortgage loan by the Company to CFN Mortgage Capital pursuant to the agreement, to endorse any promissory notes or other instruments and to execute any assignments and all other documents, agreements and certificates to effect and perfect such transfer, assignment or sale:

(Print or Type Name)

(Title)

(Print or Type Name)

(Title)

(Print or Type Name)

(Title)

The undersigned further certifies that the above resolutions have been duly recorded in the minutes or other records of the Company and have not been amended and remain in full force and effect as of this _____ day of _____, 20____.

X _____
Signature

Print Name and Title

CONSENT TO RECEIVE INFORMATION BY FAX AND/OR EMAIL

Recently, the Federal Trade Commission (FTC) passed the CAN-SPAM Act of 2003 which requires your consent and signature to receive or continue to receive valuable information by fax and/or email from CFN Mortgage Capital.

Please complete the information below to begin receiving information from CFN Mortgage Capital.

Company Name

Contact Name

Title

Email Address

Fax Number

I realize that by providing the above listed email address and fax number, I hereby provide consent for CFN Mortgage Capital to email and/or fax rate sheets, product information, advertisements and other business correspondence.

Signature

Date

If you have any questions, please write or contact us at:

CFN Mortgage Capital
30366 Old Dixie Highway
Miami, FL 33033
800.854.3779
support@cfnconnect.com

Thank you, we appreciate your business.

Sincerely,
Compliance Department
CFN Mortgage Capital

Note: A new consent form must be signed if the Fax Number or Email Address changes.

LOAN FRAUD ZERO TOLERANCE POLICY

It is the policy and intent of CFN Mortgage Capital to support the eradication of loan fraud within the residential lending marketplace. Wholesale Loan Brokers should be advised that a licensed broker bears responsibility for all actions, performed in the course of business, of his or her employees or licensees. **THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE OR MISREPRESENTED INFORMATION IS A FEDERAL CRIME!** Although loan fraud or negligent misrepresentation may be perpetrated in many ways, some of the most common examples are shown below:

- Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non- ownership of real property, etc.
- Forgery or misrepresentation of partially or predominantly accurate information. Inaccurate representation of current occupancy or intent to maintain required occupancy as agreed in the security instrument.
- Lack of due diligence or concern by broker, loan officer, interviewer or processor, including failure to obtain or divulge all information required by the application and failure to request further information as dictated by Borrowers response to other questions.
- Acceptance of information or documentation, which is known or suspected, to be inaccurate or acceptance of information, which should be known to be or suspected to be inaccurate. This includes:
 - a. Simultaneous or processing of multiple owner-occupied loans from a single applicant where information differs on each application.
 - b. Permitting an applicant or interested third party to assist with the processing of the loan. Failure of the broker to disclose any relevant or pertinent information.

CONSEQUENCES OF LOAN FRAUD

The consequences of residential loan fraud are far-reaching and expensive. CFN Mortgage Capital warrants the quality of our loan production to our Investors. Fraudulent loans may not be sold in the secondary market for home mortgages. If a loan is discovered to be fraudulent after its sale, CFN Mortgage Capital could be obligated to repurchase the loan from our investor. Fraudulent loans harm our reputation and strain our relationships with our investors and mortgage insurance carriers.

The consequences to those who participate in loan fraud are even more severe. Following is a list of a few of the repercussions that may be experienced:

TO THE BROKER:

1. Criminal prosecution that may result in possible fines and imprisonment. Revocation of broker's license.
2. Inability to access lenders caused by the exchange of legally permissible information between lender; mortgage insurance companies; FNMA; FHLMC; and other investors; police agencies; and state and federal regulatory agencies.
3. Civil action by CFN Mortgage Capital.
4. Civil action by applicant (borrower) and/or parties in the transaction.
5. Loss of approved broker or correspondent status with CFN Mortgage Capital.

TO THE BORROWER:

1. Acceleration of debt (FNMA.FHLMC Deed of Trust, revised 9/90). Item #6 states: "Borrower shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information of statements to lender (or failed to provide lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. (NOTE: Foreclosure under this section of the Deed of Trust does not require Borrower to be in "payment default." As such, the Borrower will not have the benefit of reinstatement. In order to cure the default, the Borrower must pay the loan off in full prior to the sale date of the property.
2. Criminal prosecution, which may result in possible fines and imprisonment.
3. Civil action by CFN Mortgage Capital.
4. Civil action by other parties to the transaction, such as seller, real estate agent/broker.
5. Termination of employment.
6. Forfeiture of any professional license.
7. Adverse, long-term effect on credit history.

I have read the foregoing and I understand and accept CFN Mortgage Capital policy on loan fraud.

SIGNATURE OF BROKER OF RECORD

SIGNATURE OF PRINCIPAL OFFICER

By: _____

By: _____

Date: _____

Date: _____

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other Exempt from backup withholding <input type="checkbox"/>	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes. If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A *disregarded domestic entity that has a for eign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the

certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

For Internal Use Only

TPO# _____

CFN Mortgage Capital
CFN Mortgage Capital Authorized User / Administrator Designation Form

I, _____ the principal/officer/broker/authorized employee of _____, (Broker) authorize the below named person to act as the "Administrator" of Broker's User ID's and Passwords that allow access to the CFN Mortgage Capital (Lender) password protected sections of the Lender's website. Broker agrees that by designating the below named individual as Administrator that Broker and Administrator shall take sole responsibility for the safeguarding of Broker's User IDs and Passwords. Broker agrees to immediately notify Lender at the location below if Broker has reason to believe that control of Broker's passwords to access Lender's website has been compromised or may become compromised in any way. Broker agrees that the below named individual shall act as Administrator for the below identified location only and that any additional approved locations of Broker shall require a separate authorization and designation of Administrator, including instances where one Administrator shall act on behalf of multiple locations.

Administrator Information: (All information must be completed in order to avoid delays)

Company Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Designated Administrator (only one per location): _____

Administrator Phone: _____ Administrator Fax: _____

Administrator Email Address (REQUIRED): _____

*Signature Date Title

Print Name

*Must be executed by the Principal/Officer/Broker/Authorized Employee of **CFN Mortgage Capital**

CFN Mortgage Capital Help Desk
30366 Old Dixie Highway
Miami, FL 33033
800-854-3779 or email support@cfnconnect.com