



BROKER APPLICATION

Business Name: _____

Address: _____

City: _____ St: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Principal: _____ Contact: _____

Business Type: Sole Proprietorship Partnership Corporation LLC

If Corp. or LLC: State: _____ Filing Date: _____

Tax ID Number: _____ Principal's SSN: _____

Broker License Number: _____ Date of Birth: ____/____/____

Licensee's Name (on license): _____

Years in Business Under this Name: _____

References (3 Lenders with which You are Approved):

| | Company | City | Contact | Phone |
|----|---------|-------|---------|-------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |

The undersigned certifies that the above information is true and correct. Furthermore, the undersigned consents to InterFi Funding completing an examination of public records, personal and professional references, as well as a credit check to further verify the submitted information.

Principal's Name (printed): _____

Principal's Signature: _____

Date Signed: _____



BROKER AGREEMENT

The following is an agreement (the "Agreement") between **InterFi Funding** (hereinafter "**InterFi**") and _____, (hereinafter "**Broker**"). InterFi is in the business of making mortgage loans on real property and the Broker provides services in preparing loan applications. This document sets forth and describes the agreement of Broker to render such services to InterFi.

InterFi and Broker concur that Broker is neither an Agent nor an Employee of InterFi and may not be construed as such by reason of this Agreement. Broker is an Independent Contractor and is hereby expressly prohibited from holding itself out as an Agent, Representative or Employee of InterFi, or of having any endorsement from or affiliation with InterFi. Broker is specifically prohibited from using InterFi's name in any form of advertising.

Broker represents and warrants that Broker possesses all necessary licenses from all applicable regulatory authorities to engage in the activities contemplated by this Agreement.

Broker shall review the qualifications, work experience, state licensing and certifications, professional education and membership in appraisal organizations of each Appraiser whose services are utilized in order to ensure compliance with InterFi appraisal standards. Failure to ensure compliance with InterFi appraisal standards shall be deemed a material breach of this Agreement.

Broker shall prepare for InterFi completed loan packages under such programs, terms and requirements as are set forth by InterFi from time to time. In connection with the preparation of loan packages, Broker will furnish to InterFi, at Broker's expense, such credit, financial and other information as required by InterFi to review and consider the application. Broker shall perform, also at Broker's expense, such other functions as InterFi requires to facilitate closing of the loan transaction. Nothing in this Agreement, however, shall be construed as creating any consideration and obligation of InterFi to accept applications and/or approve loan applications as prepared. All such loan applications shall be governed entirely by the requirements of InterFi pursuant to their sole discretion. InterFi will not accept applications for loans to Principals or Employees of Broker.

All information on applications submitted by Broker to InterFi with regard to loans, including all written materials, are represented and warranted by Broker to be true, correct, currently valid and genuine. Broker shall submit all information and documentation of which it has knowledge or possession in regards to each loan.

Broker represents and warrants that with regard to Broker's activities in general and loan applications in particular that Broker shall comply with all applicable laws, rules and regulations, including, but not limited to, the Federal Truth-in-Lending Act of 1968, as amended, and Regulation Z thereunder; the Federal Fair Credit Reporting Act; the Federal Equal Credit Opportunity Act and Regulation B and Regulation X thereunder; as well as any State and Federal Fair Lending Regulations and the Home Mortgage Disclosure Act (HMDA).

Broker further represents and warrants that Broker will not discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, age or on the basis that all or part of an individual's income derives from any public assistance program or that the individual has in good faith exercised any right under the Consumer Credit Protection Act.

If any provision, representation or warranty made by Broker herein is breached or violated, notwithstanding whether the inaccuracy or breach affects the value of the collateral, Broker will indemnify and hold harmless InterFi from any loss, claim, liability, damage, cost or expense, including any attorney's fees resulting therefrom. This indemnity shall remain in full force and effect regardless of any independent investigation or due diligence made by InterFi or its representatives or any cancellation or termination of this Agreement. In the event InterFi determines that a representation or warranty herein made by Broker is breached, Broker shall pay to InterFi the dollar amount of InterFi's estimated damages within ten (10) days of receiving notice of said estimated damages. InterFi shall deliver to Broker a statement of actual damages once they are determined. If the amount of actual damages is less than the estimated damages,



BROKER AGREEMENT

an adjustment will be made within ten (10) days of delivery of the statement by either InterFi remitting monies to Broker or Broker remitting additional monies to InterFi equal to the over- or underestimated amount.

Any fees or other consideration to be received by Broker for performance of its obligations under this Agreement will be paid directly by the Closing Agent in the closing instructions or by InterFi after deducting all fees and charges due InterFi and as specified in InterFi’s price schedule, which can be amended at InterFi’s sole discretion. No consideration of any kind shall be due or payable on any loan transaction that is not funded or closed by InterFi.

Should any provision of this Agreement be deemed invalid or unenforceable for any reason whatsoever, such provision shall not render invalid any remaining parts of this Agreement. Broker and InterFi agree that any disputes arising out of his Agreement that cannot be amicably settled shall be resolved by proceeding in the courts of the State of California with County of Orange venue. Each party irrevocably accepts jurisdiction of the courts in the State of California, County of Orange. If any action is brought by either party against the other party, the prevailing party shall be entitled to recover from the other party reasonable attorney’s fees incurred in connection with this action or defenses of such action, including any appeal costs and expenses, if applicable. This shall be in addition to any other relief that may or may not be given.

Arrangements and relationships contemplated in this Agreement are the sole understandings of these parties; any other agreements, expressed or implied, entered into prior to this Agreement are null and void. No further arrangements between these parties will be considered valid unless in writing and executed by each of the parties.

This Agreement shall insure to the benefit of InterFi, its successors and assigns, and shall be binding upon heirs and personal representatives of Broker. Should Broker not be a natural person, authorization to execute this Agreement has been ratified by necessary Corporate or Partnership action. Neither this Agreement nor any duties or obligations hereunder shall be assigned by Broker without prior written consent of InterFi. Such consent may be withheld for any reason.

Either party may terminate this Agreement at any time upon delivery of a written notice of termination. No grounds for termination are necessary, and it may be made with or without cause. Termination of this Agreement shall not affect the parties’ obligations with respect to loan application packages delivered to InterFi prior to said termination.

Any notices to be given under the provision of this Agreement will be sufficient if in writing and delivered either personally or by mail, first class postage prepaid, to the addresses set forth below:

Broker:

InterFi Funding:
Attn: Eric B. Cuny, COO
InterFi Funding
24388 El Toro Road, Suite E416
Laguna Hills, CA 92637 (949) 387-4200

With signatures below, this Agreement is hereby executed, effective on the latest date signed by either party.

By: _____
Print Name and Title

By: _____
InterFi Funding / Print Name and Title

Signature Date

Signature Date



E-MAIL AND FACSIMILE
TRANSMISSION AUTHORIZATION

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

InterFi Account Executive: _____

| Contact Name | Title/Position | Fax Number | E-mail Address |
|--------------|----------------|------------|----------------|
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The undersigned party hereby expressly consents to InterFi Funding (InterFi) transmitting business materials, including but not limited to underwriting guidelines, marketing materials and rate sheets, to the fax number(s) and/or e-mail address(es) listed above. Such consent shall remain in effect until such time as the undersigned party, or other party having similar authority within the company, terminates the consent by notifying InterFi in writing.

Authorized Signature

Title

Printed Name

Date

Request for Taxpayer Identification Number and Certification

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

| | | |
|--|--|--|
| See Specific Instructions on page 2 | Name | |
| | 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 ▶ _____ |
| | <input type="checkbox"/> Exempt from backup withholding | |
| | 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. 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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 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 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.



LOAN FRAUD ZERO TOLERANCE

All approved Loan Brokers must be aware that the licensed Real Estate Broker bears the responsibility for all actions of his or her Employees and Licensees. The Broker is responsible for the content and quality of each application taken and each loan submitted to InterFi Funding

Submission of a loan application containing false information is a crime, punishable by law!

TYPES OF LOAN FRAUD

1. Submission of inaccurate information, including false statements on loan applications and falsification of documents purporting to substantiate credit, employment, deposit or asset information, personal information, including identity, ownership/non-ownership of real property
2. Forgery of partially or predominantly accurate information
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated on the Security Instrument
4. Lack of due diligence by Broker/Loan Officer/Interviewer/Processor, including failure to obtain all information required by the application and failure to request information as dictated by Borrower's responses to other questions
5. Unquestioned acceptance of information or documentation that is known, should be known, or should be suspected to be inaccurate
6. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application
7. Allowing an applicant or interested third party to assist with the processing of the loan
8. Broker's non-disclosure of relevant information

CONSEQUENCES

Effects of Loan Fraud are costly to all parties involved. InterFi Funding stands behind the quality of its loan production. Fraudulent loans cannot be sold in the Secondary Market and if sold, will require repurchase. Fraudulent loans damage InterFi Fundings's reputation with Investors and Mortgage Insurance Providers. The price paid by those who participate in Loan Fraud is even more costly. Following is a list of a few of the potential consequences that may be incurred.

CONSEQUENCES TO THE BROKER

1. Criminal prosecution
2. Loss of Real Estate Broker's License
3. Loss of Lender access due to exchange of information between Lenders, Mortgage Insurance Companies, Investors (FNMA/FHLMC), Police Agencies and the Department of Real Estate
4. Civil action by InterFi Funding, Applicant/Borrower or other parties to the transaction
5. Complete loss of approval status with InterFi Funding.

CONSEQUENCES TO THE BORROWER

1. Acceleration of debt (FNMA/FHLMC Deed of Trust, rev 9/2000, item 8, states, "Borrower shall be in default if, during the loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statement to Lender (or failed to provide Lender with material information) in connection with the loan. Material representations include but are not limited to, representations concerning Borrower's occupancy of the property as Borrower's principal residence.")
2. Criminal prosecution
3. Civil action by InterFi Funding or other parties to the transaction
4. Employment termination
5. Loss of professional license, if any
6. Adverse affect on credit history

I have read the foregoing and fully understand InterFi Funding's position on Loan Fraud. Neither this Broker nor any party acting on this Broker's behalf will knowingly and/or willfully engage in the practice of any Loan Fraud that results in origination and subsequent submission of a fraudulent loan to InterFi Funding.

Signature of Broker of Record

Date

Signature of Principal Officer

Date



ESCROW APPLICATION

Broker Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Name of Principal: _____ Contact Name: _____

ESCROW BUSINESS INFORMATION

Virtual Escrow

Private Escrow

Escrow Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Name of Principal: _____ Contact Name: _____

All Virtual Escrow Companies MUST complete and attach agreement with Affiliated Company:
Affiliated Company: _____
Address: _____
City/State/Zip: _____
Phone/Fax: _____
Name of Principal: _____ **Contact Name:** _____

INSURANCE/BOND INFORMATION

Errors & Omissions Coverage Amount: _____ **Deductible:** _____
Min. \$300,000

Policy Number: _____ **Expiration Date:** _____

Fidelity Bond Coverage Amount: (Optional) _____ **Deductible:** _____

Policy Number: _____ **Expiration Date:** _____

Name of Insurance Company: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

Resumes are required for all Escrow Officers:

Escrow Officer(s): _____
