

Premier Mortgage Capital, Inc.

Wholesale Application

Required Information

Thank you for your interest in partnering with Premier Mortgage Capital, Inc.!

We look forward to welcoming you onto our Wholesale platform. To become an approved broker, please complete the enclosed application in its entirety (in BLUE ink only) and provide all of the required company information outlined on the following page. **Should you have questions at any point during the application process, please feel free to e-mail our broker approval department at brokerapprovals@premiermortgage.com.**

The following items should be included in your application:

- Audited Fiscal Year Financial Statements (if applicable or required by the State)
- Current Interim Financial Statements
- W-9 Tax Form
- Certificate of Incorporation/Current Business License(s)
- Articles of Incorporation & By-Laws/Articles of Organization/Partnership Documents
- Resumes of Owners/Principals
- Personal Credit Report of Owners/Principals (within the last 90 days)
- Copy of E&O, Fidelity Bond Policy, and Surety Bond
- List of Loan Officers and copy of Loan Officer Licenses (if applicable)
- List of Branches/Locations and copy of mortgage license in all States conducting business
- Signed/Dated Broker Agreement
- References (minimum of three industry references)
- Signed/Dated License Agreement
- Requested Account Executive _____ (if known)

You may e-mail or fax the completed document to begin the approval process; however, the original/signed application must be delivered to the address below:

Attn: Broker Approval Dept.
800 N. Magnolia Avenue, Suite 1202
Orlando, FL 32803
brokerapprovals@premiermortgage.com
Fax: 321-281-9932

You will be notified of your approval status after receipt of the full application. All questions regarding broker approval should be directed to brokerapprovals@premiermortgage.com.

Once again, we thank you for your interest.

Premier Mortgage Capital, Inc... Finding a Better Way!

Applicant Profile & General Information

Company Name (please include any D/B/A's)		Corporate Mailing Address & Phone #			
Primary Contact	Title	Phone #	E-mail		
Legal Address		Principal Place of Business Address			
Website/E-mail Address					
		Date	State of	FHA/HUD	Veterans Affairs
Type of Entity	FEIN #	Company Started	Incorporation	License #	License #

Circle the states in which you are currently licensed to do business:

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

Company Principals

Please list all shareholders/members:

Shareholder/Member	% Ownership	Home Address	SSN	DOB

Management

Please complete for all directors/officers of the company

		Direct	Mobile	Personal
Title	Name	Phone	Phone	E-mail
President/CEO				
Chief Financial Officer				
Operations Manager				

◆ Please indicate N/A where not applicable and modify titles if necessary.

Representations & Warrants

Please answer to following questions appropriately by selecting Yes or No after each question. Please provide a separate detailed explanation for any questions answered as Yes.

- 1) Does any principal of your company own, have an affiliation, or any interest in a real estate company, a title company or closing agent, an insurance company or insurance brokerage company, or an appraisal firm? Yes No
If yes, provide a detailed explanation as to the nature of the business and affiliation, as well as a written disclosure (signed/dated by the borrower) with every loan package.
- 2) Has your company, its principals or officers, ever had a real estate, lending, or other professional license suspended or revoked, or received any other disciplinary action from a regulatory agency? Yes No
- 3) Has your company, its principals or officers, filed for protection from creditors under any provision of the bankruptcy laws or made an assignment for the benefit of creditors within the past seven years? Yes No
- 4) Has your company, its principals or officers, been named as defendant in a lawsuit for alleged fraud or misrepresentation? Yes No
- 5) Has your company ever had a real estate or other professional license suspended or revoked, or received any other disciplinary action from a regulatory agency? Yes No
- 6) Has your company ever had insurance or bonding privileges suspended or terminated?
 Yes No
- 7) Has any lender enforced, or attempted to enforce, the Hold Harmless, Indemnification, or Repurchase clause of their correspondent or broker agreement with your company its principals or officers or any entity affiliated with your company, its principals or officers?
 Yes No
- 8) Has your company ever had its authority to broker loans to any lender or agency limited, reduced, suspended, or terminated? Yes No
- 9) Has your company, its principals or officers, ever been the subject of any disciplinary action or regulatory sanction for violation of any fair lending, fair housing or non-discrimination laws or regulations? Yes No
- 10) Has your company been required to repurchase any loans from any agency or takeout investor during the past 12 months or currently pending? Yes No

I certify the information contained within this page to be true, complete, and correct.

Principal Signature

Date

Authorization to Obtain/Release Information

I/We are duly authorized officer(s) of _____, ("Applicant") and hereby certify as follows: (1) the information provided by Applicant contained in the credit application submitted herewith is true and correct and complete; (2) Applicant understands and acknowledges the information contained in the credit application may be disclosed by Premier Mortgage Capital, Inc. and its affiliates or Investors (Collectively "PMC") without prior permission of Applicant in the scope of PMC's investigation of the application and at PMC's discretion and Applicant agrees to hold PMC harmless from any such disclosure; and (3) Applicant specifically authorizes PMC or its agents to obtain credit reports and to conduct complete background checks on the company and its shareholders and executive officers. These background checks may include, without limitation, review and verification of credit reports, current financial status, bank, industry and trade references, and any and all matters relating to the credit application.

IN WITNESS WHEREOF, I have hereunto signed my name on the date set forth below:

Print Name

Title

Signature

Date

Print Name

Title

Signature

Date

Print Name

Title

Signature

Date

Print Name

Title

Signature

Date

Authorization/Release for Business and Individuals

_____, (Company name)

_____, (City)

_____ (State)

(the "Applicant") acknowledges that it is in the best interest of both Applicant and Premier Mortgage Capital, Inc. and its affiliates (collectively "PMC") for PMC 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 PMC 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 PMC permission to submit the name of the 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 PMC performs quality control reviews of the loans that Applicant submits to PMC 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 PMC, 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 from the reporting or use of any information submitted by PMC or any other MIDEX subscriber to Mortgage Asset Research Institute, Inc., recorded in the MIDEX system, and used in any way by PMC or any other MIDEX subscriber.

Signed for Applicant:

Premier Mortgage Capital, Inc.:

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____

Company Name: _____

Company Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

Corporate Resolution

Resolution of the Board of Directors/Members

_____ (Name of Company)

A meeting of the Board of Directors/Members of _____ (Broker)
(Name of Company)

was held at _____ on _____.
(Time) (Date)

The meeting was called by _____.
(Name of Board Member)

Members of the board present at the above meeting were:

Name of Member

Title

_____	_____
_____	_____
_____	_____
_____	_____

Be it resolved that _____ (Name of Company), commence to do business with Premier Mortgage Capital, Inc. (Lender) in the relationship of Loan Broker/Lender, for the purpose of submitting loans for approval and funding by Premier Mortgage Capital, Inc.

Be it resolved that _____ (Name of Member) and _____ (Name of Member) are authorized to execute agreements, notes, mortgages, assignments, deeds of trust, and other documents, if applicable, to Premier Mortgage Capital, Inc., its successors and/or assigns.

Be it resolved, further, that the appropriate officers of this corporation be and are hereby authorized and directed to execute all such agreements and other documents and take all such other appropriate action as such officers in their discretion deem necessary and proper to carry out the intent and purpose of the foregoing resolution.

In witness whereof, I have affixed my name as Secretary and have caused the Corporate Seal of said corporation to be hereunto affixed, this day,

Principal Signature

Date

Fair Lending Acknowledgement

IT IS AGAINST PREMIER MORTGAGE CAPITAL, INC. (PREMIER) POLICY TO DISCRIMINATE ON ANY BASIS, INCLUDING A LOAN APPLICANT'S RACE, NATIONAL ORIGIN, RELIGION, MARITAL STATUS, GENDER, OR AGE.

Doing the Right Thing is the core value of Premier. Any act of discrimination violates Premier's policy and its corporate philosophy of doing business. Our stand on nondiscrimination is absolute; there is zero tolerance for any discriminatory act or behavior. Treating everyone fairly, and making decisions based solely on creditworthiness is Doing the Right Thing, plain and simple. It is our policy and our practice to comply fully with the letter and spirit of fair lending and all other laws regulating our industry. We expect all brokers to fully understand fair lending practices and to deal fairly and equally with all loan applicants. We insist that all negotiations be in good faith and without bias. We require that the letter and the spirit of fair lending practices, the following Federal laws, and all statutes governing lending and equal rights be complied within each jurisdiction that the broker conducts business.

Fair Housing Act (FHA) -- Prohibits discrimination in lending based on prohibited factors (race, color, religion, national origin, handicap, familial status, gender, and age). Also prohibits practices such as redlining, making excessively low appraisals, use of subjective or non-reviewable criteria, creating and exploiting a racially exclusive image, expressing intent to discriminate, and discriminating against women. <http://www.hud.gov/offices/fheo/FHLaws/index.cfm>

Equal Credit Opportunity Act (ECOA) -- Prohibits discouraging applications and limits the manner in which lenders can inquire about marital status, spouses, former spouses, alimony and child support. Also establishes requirements for lenders such as providing copies of appraisals, providing appropriate disclosures and preserving records from the application/transaction. <http://www.ftc.gov/bcp/conline/pubs/credit/ecoa.htm>

Fair Credit Reporting Act (FCRA) -- Regulates the activities of reporting agencies and the users of credit information and protects individuals from invasion of privacy and the dissemination of false or inaccurate information. Requires disclosures when adverse action is taken. <http://www.ftc.gov/os/statutes/fcra.htm>

Home Mortgage Disclosure Act (HMDA) -- Requires lenders to collect certain information about the loans they make so the government can track applications and ensure lenders are taking and approving applications equally for all groups of people. <http://www.ffiec.gov/hmda/>

Truth in Lending Act (TILA) -- Requires the disclosure of information about the lender, amount financed, and finance charge, payments, security and interest rate. Also establishes that borrowers have a right to rescind most loans secured by their primary residence within three business days of loan closing. http://www.federalreserve.gov/regulations/title12/sec226/12cfr226_01.htm

Real Estate Settlement Procedures Act (RESPA) -- Requires lenders to provide advance disclosure information on loan settlement procedures and costs. Also regulates the ways in which referrals between companies can be made and establishes parameters for the amount of money borrowers are required to place in an escrow account established for taxes and insurance. http://www.hud.gov/offices/hsg/sfh/res/respa_hm.cfm

Telemarketing Sales Rule -- Establishes parameters regarding the manner in which telemarketing can be conducted. Specifies times during which telemarketing is permitted, information that must be disclosed to consumers during telemarketing, and that records must be kept of telemarketing transactions. <http://www.ftc.gov/bcp/telemark/rule.htm>

As a condition of entering into and maintaining a business relationship with Premier Mortgage Capital, Inc., the undersigned: 1) acknowledges understanding of Premier's fair lending policy 2) agrees to comply with the letter and spirit of all Federal, State, and local licensing, lending, disclosure, and consumer protection laws; 3) agrees to educate its principals, employees, affiliates, and agents about fair lending practices and the above laws; and 4) agrees to advise Premier immediately upon ascertaining any violation of the above laws by its principals, employees, affiliates, third-party service providers or agents.

Principal Signature

Date

Communication Choices

Congratulations on completing your broker application with Premier Mortgage Capital, Inc. At Premier, we are committed to serving your needs and keeping you informed of business messages and event information through various communication channels.

Two of those key channels that are excellent for delivering timely communication are faxing and e-mail broadcasting. We will use these communication channels to keep you informed of the following:

- Rate and program changes
- Guideline enhancements and changes
- Sponsored educational events
- General company events

By completing this form, you will receive new program offers, competitive pricing, and pertinent information to further improve your business.

Please be sure to provide any contact information including name, fax, and e-mail addresses of any employees wishing to receive this information:

I would like to be included in e-mail broadcasts Yes No

I would like to be included in fax broadcasts Yes No

The following individuals will receive e-mail/fax broadcasts:

Name	Branch ID	Phone	Fax	E-mail

Principal Signature

Date

Loan Fraud Zero Tolerance Policy

All approved Wholesale Loan Brokers and Third Party Originators must be aware that the licensed mortgage broker / banker bear the responsibility for all actions of his or her and employees or licensees. The broker is responsible for the content and the quality of each application taken and each loan submitted to Premier Mortgage Capital, Inc.

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME.

- Submission of inaccurate information, including false statements on loan applications(s) and falsification of documents purporting to substantiate credit, employment, income, deposit, and asset information including, but not limited to: Identity, Ownership / Non-Ownership of real property, etc.
- Forgery of partially or predominately accurate information.
- Incorrect statements regarding current occupancy of intent to maintain minimum occupancy as stated in the security instrument.
- Lack of due diligence by the Broker or Broker's: Independent Contractor(s) / Individual / Licensed Mortgage Broker / Loan Officer / Loan Originator / Interviewer / Processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower's response to other questions.
- Unquestioned acceptance of information or documentation which is known, should be known, or should be suspected to be inaccurate.
 - a) Simultaneous or consecutive processing of multiple owner-occupied loans from an applicant supplying different information on each application
 - b) Allowing an applicant or interested third party to "assist" with the processing of the loan
- Broker's non-disclosure of relevant information

CONSEQUENCES

The effects of Loan Fraud are costly to all parties involved. Premier Mortgage Capital, Inc., stands behind quality of its loan production. Fraudulent loans cannot be sold into the secondary market, and if sold, will require repurchase by Premier Mortgage Capital, Inc. Fraudulent loans damage our reputation with our investors and mortgage insurance providers.

CONSEQUENCE TO BROKER

- Criminal Prosecution
- Loss of Mortgage Broker / Real Estate / Mortgage Bankers license
- Loss of Lender access due to exchange of information between lenders and mortgage insurance companies including submission of information to investors (FHLMC, FNMA, etc.) and police agencies.
- Civil Action by Premier Mortgage Capital, Inc.
- Civil Action by applicant/borrower or other parties to the transaction
- Loss of Approval status with Premier Mortgage Capital, Inc.

CONSEQUENCE TO BORROWER

Acceleration of debt (FHLMC, FNMB Mortgage Deed of Trust, revised 9/90). Item #6 states: "Borrower shall also be in default if Borrower, during the loan process, gave materially false and inaccurate information or statements to the lender (or aided to provide lender with any material information) in connection with the loan evidence by the Note, including but not limited to, representations concerning Borrower's occupancy of the property as a principle residence."

NOTE: Foreclosure action will not allow the Borrower the benefit of reinstatement in order to cure default. The Borrower must pay off the loan in full prior to the sale date of the property.

- Criminal prosecution.
- Civil action by Premier Mortgage Capital, Inc.
- Civil action by other parties to the transaction, such as seller or real estate agent / broker.
- Employment termination.
- Loss of professional license, if any.
- Adverse effects on credit history.

I have read the following and understand Premier Mortgage Capital's, Inc., position on Loan Fraud

Principal Signature

Date

Premier Technology

Premier Mortgage Capital, Inc. would like to introduce you to our innovative technology:

BLUE
<http://www.blueapproves.com>

&

SubmissionTrac
<http://www.submissiontrac.com>

BLUE Overview

All loan files must be submitted for a preapproval to the Premier Mortgage Capital Basic Loan Underwriting Engine (BLUE). In addition, this system will be the originator's primary source for all loan level pricing indications. BLUE user accounts will be provided by your Account Executive.

BLUE Features

- Over 200 loan programs, including Prime, Alt-A and Subprime.
- Reissue credit reports from multiple credit vendors
- One hundred percent of a credit report is used for incredibly accurate decisioning
- Underwriting conditions and stipulations included with every loan product
- View pipeline of all loans priced and submitted

SubmissionTrac Overview

Real-time loan status information can be found via SubmissionTrac. The information available on this system includes loan registrations, file submission underwriting conditions, lock requests and confirmations, and closing fee submissions. SubmissionTrac accounts are provided by the broker approval department.

BLUE/SubmissionTrac Administrators

Please list all individuals authorized to administer BLUE/SubmissionTrac accounts:

Name	Title	Branch Address	Branch ID	Phone	E-mail

I certify the information contained within this section to be true, complete, and correct.

Principal Signature

Date

License Agreement

This Sublicense Agreement ("Agreement") is entered into this _____ day of _____ 200__; by and between Premier Mortgage Capital, Inc. ("Lender") whose principal address is 800 N. Magnolia Avenue, Suite 1202, Orlando, FL 32803 and

Name: _____
(Company name exactly as it appears on license - no abbreviations)

dba: _____

Address: _____

This Agreement sets forth the terms and conditions of Broker's use of Fannie Mae's Desktop Originator/Desktop Underwriter, the Basic Loan Underwriting Engine (BLUE), and SubmissionTrac (together, "PMC Software") operated on behalf of the Lender. "BLUE" is a software-based application designed to permit the analysis and processing of Mortgage Loan Applications and Prequalification Analyses. "SubmissionTrac" is an online loan submission, tracking, and status tool. PMC Software is operated on Lender's behalf by the System Administrator, and the System Administrator is a third-party beneficiary of all of the terms of this Agreement. The System Administrator and Lender together are known as the "Licensors."

The undersigned represent and warrant that they are authorized as representatives of the above named Lender and Broker and to bind their respective parties to this Agreement as of the date above.

1. Grant of Sublicense.

1.1 Sublicense. Lender hereby grants Broker a sublicense to use a version of PMC Software that has been customized for use within Lender's business. However, Broker's rights to use or access PMC Software are subject to and subordinate to Lender's rights as set forth in the Master Service Agreement concerning PMC Software between Lender and System Administrator (the "Master Agreement"). Further, Broker's ability to use PMC Software is at the Licensors' sole discretion, and such rights may be revoked at any time by either of the Licensors (with or without reason).

1.2 Monitoring, Auditing. Broker acknowledges that the Licensors will be able to review its and its users' use of PMC Software performed under Lender's sublicense. Either of the Licensors shall have the right, upon reasonable notice to Broker and during normal business hours, to enter Broker's premises to audit Broker's facilities, books and records as are reasonably required to audit Broker's compliance with this Agreement.

1.3 Restrictions on Use. Broker's rights to use PMC Software shall be subject to the following terms and restrictions:

(a) Broker shall not copy or allow PMC Software to be used, disclosed or distributed except as specifically authorized under this Agreement.

(b) Broker shall permit only its own true employees and its independent contractors engaged pursuant to a written contract to perform loan origination services to use PMC Software under this Sublicense, each of whom may be designated as an "Authorized User" upon issuance of a unique User ID and password from one of the Licensors to the individual.

(c) Broker shall protect the security and confidentiality of any User ID and/or password issued to Broker, and shall instruct each of its Authorized Users to do the same.

(d) Broker shall use PMC Software only for Broker's own internal business purposes that involve the soliciting, sale, origination, or processing of Mortgage Loans by or through Lender.

(e) Broker shall not resell, sublicense, distribute, assign or otherwise transfer any rights in PMC Software for any purpose to any person or entity.

(f) Broker shall not attempt to disassemble, decompile, reverse engineer, derive or otherwise reproduce any part of the source code of PMC Software, nor translate or create derivative works based upon PMC Software, nor modify or alter PMC Software except as specifically authorized under this Agreement.

(g) Broker shall use PMC Software only from within the United States, and shall use PMC Software to analyze only potential Mortgage Loan transactions involving residential property located in the United States.

(h) Broker and Broker's Authorized Users may use PMC Software to obtain Consumer Reports solely to assist in the analysis of Mortgage Loan Applications and/or Prequalification Analyses for individuals who have given their written authorization to obtain a Consumer Report or who have clearly engaged Broker to assist the individual in a credit transaction. Without limiting the generality of the foregoing, Broker and Broker's Authorized Users shall use the services and data generated there from, including any Consumer Reports, solely for Permitted Purposes. Broker shall maintain adequate records of each Mortgage Loan applicant's consent to the use of the applicant's Consumer Report, and Broker shall retain each such record for a period of at least three years after the granting of such consent, unless a longer period of time may be required by Applicable Laws, and Broker shall make such records available for inspection by either of the Licensors upon demand by either.

1.4 Ownership. Broker agrees that all title and ownership rights to PMC Software, and any and all copyrights, trademarks, trade names, trade secret or patent rights therein, if any, shall reside in System Administrator, with the exception of any trademarks, logos, trade names or service marks of Lender which may be embedded within PMC Software, which shall remain the property of Lender.

1.5 Security, Disaster Recovery. Broker shall create, implement and maintain an Information Security Program. Broker is solely responsible for the back-up and restoration of Broker's data, and for any disaster recovery of such data. Broker shall comply with all applicable security policies and procedures established by System Administrator and communicated to Broker.

1.6 No Disclosure. The results of the analysis of any Mortgage Loan Application or Prequalification Analysis are confidential and proprietary to each of the Licensors. Broker may not disclose (other than to the Licensors) the results of any finding generated by PMC Software (for example, a finding to "approve" or "refer" a particular application), or any other output, message or data generated by PMC Software. If, whether with or without authority, Broker or any of its Authorized Users provide any findings, messages information, data or other output from PMC Software to a third party, Broker agrees to be fully responsible for the results of, or any liabilities, claims, actions, suits, proceedings, judgments, losses, damages, costs and expenses, including reasonable attorney's fees, which arise out of any third party's receipt, knowledge or use of such findings, messages, information, data or other output.

1.7 Fees. Broker remains responsible for any fees or costs owed to System Administrator by Lender or Broker which arise out of Broker's or its Authorized User's use of PMC Software under this Sublicense. Any arrangements between Broker and Lender to share, pay, cover or reimburse Broker for such fees or costs are strictly between Broker and Lender.

1.8 Compliance with Law. Broker represents and warrants that it and its Authorized Users will comply with all Applicable Laws and this Agreement while this sublicense is in effect.

2. Third Party Data.

The provisions of this Section 2 apply to Broker if Broker or Broker's Authorized Users are given the capability to obtain Consumer Reports or other Third Party Provider products or services via PMC Software.

2.1 Third Party Providers. Broker may choose to obtain data or other services from certain "Third Party Providers" where both of the Licensors have chosen (in their individual sole discretions) to make such data or services available to Broker through PMC Software. A Third Party Provider is a third party who provides data and/or services ordered and delivered by way of PMC Software (e.g., consumer credit reports, Fannie Mae's Desktop Underwriter system, etc.). The Licensors are not the provider of Third Party Provider data or services, and PMC Software is solely a means of communication between Broker and the Third Party Provider. Accordingly, the Licensors make no warranty or representation concerning the quality, accuracy, or appropriateness of any data or services delivered by a Third Party Provider.

2.2 Broker's Contracts with Third Party Providers. Broker may be required to execute written agreements directly with Third Party Providers, and Broker shall comply with such agreements, and is solely responsible for performance of any obligations or payments of any fees set forth within Broker's Third Party Provider agreements. Broker shall reimburse Licensors upon demand for any fees, costs or other liabilities incurred by Licensors that arise out of such agreements and/or out of Broker's or its Authorized Users use of or access to Third Party Provider services or products.

2.3 Access Not Guaranteed. Each Third Party Provider makes its own independent decision as to whether or not to offer services to any particular customer, including Broker and its Authorized Users, and also whether or not to offer its services by way of PMC Software. The Licensors make no guaranty that any such Third Party Provider services will be offered or available to Broker or its Authorized Users at any time. Further, all Third Party Provider services are offered by way of PMC Software solely at the Licensors' discretion, and the Licensors may choose to add or discontinue access to any or all of them upon notice. Broker, for itself and on behalf of its Authorized Users, hereby releases the Licensors from any and all liabilities, claims, and demands, whether known or unknown, arising from or relating to a Third Party Provider's provision or failure to provide data or services to Broker or its Authorized Users.

2.4 Agent Appointment.

(a) Broker hereby appoints the Lender as Broker's "agent" for the limited purposes of obtaining "consumer reports" from a "consumer reporting agency" by way of the System Administrator in connection with a potential credit transaction involving a consumer on whom the information is to be furnished and involving the potential extension of credit by Lender to that consumer.

(b) Broker hereby appoints System Administrator as its "agent" for the limited purpose of obtaining "consumer reports" from "consumer reporting agencies" on behalf of Broker and using such "consumer reports" on behalf of Broker and Lender for the purpose of providing PMC Software.

(c) Broker hereby expressly acknowledges, understands and agrees that Lender's role and System Administrator's role as agent of the Broker, shall not extend beyond the limited purposes set forth in this paragraph 2.4, and that Broker shall in no way misrepresent to third parties the limited extent of these principal/agent relationships, and, for all other purposes, there shall be no such principal and agent relationship between Broker and System Administrator or Broker and Lender that arises out of this Agreement or Broker's use of PMC Software.

(d) The terms "agent", "consumer reports", and "consumer reporting agency" shall have the meanings given those terms under the FCRA.

2.5 Access Information. For Broker or its Authorized Users to access Third Party Provider Services by way of PMC Software, it may be necessary to divulge to Licensors the User ID's, passwords, or similar security information issued by the Third Party Providers, and for Licensors to store such information and use it to obtain access to such data or services on behalf of Broker and its Authorized Users. Broker hereby grants to Licensors the necessary permissions and licenses to perform such actions.

3. Disclaimer of Warranty and Limitations of Liability.

3.1 AS IS. PMC Software is sublicensed and provided to Broker AS IS, with no warranty of any kind being made by Lender. Broker acknowledges that System Administrator makes no warranty to Broker either, and that Licensors permit this sublicense and use of PMC Software only if Broker accepts PMC Software AS IS at all times. Without limiting the generality of the foregoing:

(a) Neither of the Licensors warrant that (i) PMC Software or any components thereof will perform without interruption or error, (ii) PMC Software (including the data and other information contained therein) will meet Broker's requirements, or (iii) data or other information generated by or contained in PMC Software will be accurate or complete. Neither of the Licensors, nor any Third Party Providers, shall be responsible for the inaccurate or incomplete transmission of data or other materials.

(b) The Licensors shall have no liability to Broker or its Authorized Users arising out of the use, knowledge or disclosure of any findings, messages, information, data or other output from PMC Software.

(c) THE LICENSORS, SYSTEM ADMINISTRATOR'S THIRD PARTY LICENSORS AND THE THIRD PARTY PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTIES OF NON-INFRINGEMENT AND IMPLIED WARRANTIES OF ACCURACY OF THE INFORMATION CONTAINED WITHIN OR DELIVERED BY PMC SOFTWARE, AS WELL AS ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

3.2 Consequential Damages. Notwithstanding anything to the contrary, the Licensors, on their own behalf and on behalf of System Administrator's third party licensors, the Third Party Providers, and all of their respective affiliates, partners, officers, employees, directors, agents, contractors, representatives, successors or assigns, as such, disclaims all liability to Broker, its Authorized Users, and anyone claiming under or through them for any punitive, exemplary, incidental, indirect, consequential or special damages under or in connection with this Agreement, PMC Software or any related software, services or information, and Broker hereby waives, on its own behalf and on behalf of its Authorized Users, any claims to such damages and losses. This disclaimer, and waiver, includes, without limitation, damages for lost profits, interest, revenue, data or use, or interruption of business, incurred by Broker or its Authorized Users or any third party, whether based upon contract, tort (including, without limitation, negligence, duty to warn and strict liability), warranty or any other legal or equitable grounds.

3.3 Unauthorized Access. Notwithstanding anything to the contrary, the Licensors, System Administrator's third party licensors and the Third Party Providers, and their respective affiliates, partners, officers, employees, directors, agents, contractors, representatives, successors and assigns, as such, shall have no liability to Broker or its Authorized Users for Losses resulting from unauthorized use of PMC Software, Licensors' computer networks or Licensors' password protected Internet sites.

3.4 Dollar Limit. Notwithstanding anything to the contrary, the Licensors', System Administrator's third party licensors' and the Third Party Providers' entire and aggregate liability to Broker and to Broker's Authorized Users upon any causes of action or claims arising out of the use of PMC Software, the use, knowledge or disclosure of any findings, messages information, data or other output from PMC Software, or out of this Agreement shall be no greater than \$100.

3.5 Indemnity. Notwithstanding anything to the contrary, Broker shall indemnify and hold harmless the Licensors, System Administrator's Third Party Licensors and the Third Party Providers, and each of the foregoing entities' affiliates, partners, officers, employees, directors, agents, contractors, representatives, successors and assigns, as such, from and against any Losses which arise out of or result from any third-party claim relating to (a) use by Broker or its Authorized Users of PMC Software, the use, knowledge or disclosure of any findings, messages information, data or other output from PMC Software, or the data or services of Third Party Providers, (b) any act or omission of Broker or its Authorized Users in connection with this Agreement, (c) any breaches of this Agreement; and/or (d) any actually or allegedly defamatory or illegal material transmitted by Broker or its Authorized Users by way of PMC Software.

4. Other Conditions.

4.1 Broker Responsible. Broker acknowledges and agrees that actions and omissions which involve the access to or use of PMC Software shall be deemed to be actions or omissions of Broker and that Broker shall be jointly and severally liable for all such actions and omissions. Broker agrees to require its Authorized Users to comply with all obligations of Broker set forth in this Agreement.

4.2 Limited Reliance. Broker acknowledges, understands and agrees that (a) any analysis or recommendation rendered by or delivered via PMC Software, including without limitation any decision that is denoted as an underwriting decision, will not constitute Lender's approval or denial of the Mortgage Loan Application or Lender's commitment to originate any Mortgage Loan; and (b) the underwriting of a Mortgage Loan Application, and the decision to originate a Mortgage Loan, is an exercise of Lender's judgment, and PMC Software is merely a tool Broker and its Authorized Users may use to assist in that process.

4.3 Notification to Borrower. Broker acknowledges and understands that it may be required to provide certain disclosures to Mortgage Loan applicants and/or prospective Mortgage Loan applicants, including when the Broker denies or unfavorably changes the terms requested in the Mortgage Loan Application or determines that a prospective Mortgage Loan applicant would not qualify for a Mortgage Loan or for a particular Mortgage Loan amount. Broker expressly understands and agrees that it bears sole responsibility for complying with any such disclosure obligations and that such obligations shall in no event be considered imposed upon or shared by Lender by virtue of Broker's use of PMC Software.

4.4 Recordkeeping. Broker acknowledges and agrees that it may be required to maintain records of certain data pursuant to state and/or federal laws and regulations. Broker understands and agrees that it bears sole responsibility for such obligations.

5. Definitions.

As used in this Agreement, certain capitalized words shall be defined as follows:

5.1 “Applicable Laws” shall mean all federal, state and local laws, rules and regulations applicable to the activities set forth in this Agreement, including, without limitation, the Real Estate Settlement Procedures Act, the Truth-in-Lending Act, the FCRA, the ECOA, the Home Mortgage Disclosure Act, the Gramm-Leach-Bliley Act, California Civil Code § 1785.20.2 (if applicable), and any other federal, state and/or local consumer lending laws, and all applicable laws, rules, regulations and conventions relating to data privacy, data security, international communications, communications decency and the importation and exportation of Materials and data.

5.2 “Authorized User” means an individual who is a true employee of Broker or an individual who is an independent contractor of a Broker who is employed pursuant to a written contract to perform loan origination services for the Broker.

5.3 “Consumer Credit Data” shall mean any information which bears on a consumer’s creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living (the “Credit Characteristics”) and which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in underwriting a Mortgage Loan Application or performing a Prequalification Analysis. Such data may include, but are not limited to, data contained in: (a) residential mortgage credit reports, “in-file” credit reports, or “consumer reports,” as defined in the FCRA; (b) verifications of loans, mortgages, employment or assets; (c) the Uniform Residential Loan Application, including any attachments and/or supplements thereto; and (d) any correspondence or communication from the consumer or any third party which includes information relating to one of the Credit Characteristics.

5.4 “Consumer Report” shall have the same meaning as is given the term under the FCRA.

5.5 “ECOA” shall mean shall mean the federal Equal Credit Opportunity Act and its implementing regulation known as “Regulation B.”

5.6 “FCRA” shall mean shall mean the federal Fair Credit Reporting Act and the Federal Trade Commission’s Official Staff Commentary (the “Commentary”) to the Fair Credit Reporting Act.

5.7 “Information Security Program” shall mean an information security program (pursuant to applicable federal and state statutes and regulations) designed to protect the security and confidentiality of nonpublic personally identifiable financial information against any anticipated threats or hazards, including unauthorized access to the security or integrity of that information.

5.7 “Licensors” shall mean Premier Mortgage Capital, Inc.

5.8 “Mortgage Loan” shall mean shall mean a residential mortgage loan secured by real property located in one of the 50 states of the United States or the District of Columbia.

5.9 “Mortgage Loan Application” shall mean the submission by a Mortgage Loan applicant of financial information and/or identification of specific property to secure a Mortgage Loan for the purpose of obtaining an analysis of the application.

5.10 “Permitted Purpose” shall mean a purpose which strictly complies with at least one of the circumstances set forth at § 604(a) of the FCRA (15 U.S.C. § 1681b(a)) whereby a “consumer reporting agency” (as defined in the FCRA) may furnish a Consumer Report, and which also strictly complies with any certifications of purpose (whether general or specific) made by the recipient to the consumer reporting agency which provided such Consumer Report.

5.11 “Prequalification Analysis” shall mean shall mean the evaluation of Consumer Credit Data with respect to a prospective Mortgage Loan applicant for the purpose of evaluating the prospective applicant’s qualification for mortgage financing, other than in connection with a Mortgage Loan Application.

5.12 “System Administrator” shall mean Premier Mortgage Capital, Inc., a Virginia corporation or its successor in interest.

5.13 “Third Party Provider” shall mean a third party that provides data services or products to Broker by way of PMC Software.

Witness the due execution hereof by the respective duly authorized officers of the undersigned as of the date first written above.

PREMIER MORTGAGE CAPITAL, INC.:

BROKER:

Signature

Signature

Name

Name

Title

Title

Date

Date

Broker Agreement

This Mortgage Broker Agreement ("Agreement") is entered into this _____ day of _____ 200__; by and between PREMIER MORTGAGE CAPITAL, INC., (the "PMC") whose principal address is 800 N. Magnolia Avenue, Suite 1202, Orlando, FL 32803 and the following company (including any employee or agent of such company, "Broker"):

Name: _____
(Company name exactly as is appears on license - no abbreviations)

dba: _____

Address: _____

RECITALS:

1. Broker desires from time to time to submit mortgage loan applications to PMC for possible funding.
2. PMC desires from time to time as its needs dictate, to close and fund acceptable mortgage loan applications submitted by Broker (each such funded loan shall be called a "Loan").
3. Broker and PMC desire to establish the circumstances under which mortgage loan applications may be submitted and closed and funded in accordance with applicable state and federal laws and regulations.

NOW THEREFORE, upon consideration of the mutual promises herein, the parties hereto agree as follows:

1. **PRESENTATION OF MORTGAGE LOAN APPLICATIONS.** During the term of this agreement, Broker shall be entitled to present mortgage loan applications to PMC for review, as the case may be, subject to the terms and conditions stated herein. Nothing herein shall constitute a representation or commitment by PMC to approve any loan application for closing or funding. PMC's determination as to whether to approve or deny any loan application is final and conclusive to the parties hereto.
2. **REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SPECIFIC MORTGAGE LOAN APPLICATIONS** (the "Section 2 Representations and Warranties"). Broker represents, warrants and covenants as to each mortgage loan application submitted to PMC that, to the best knowledge of Broker:
 - a. Each mortgage loan application complies with all the requirements, conditions and procedures set forth in this Agreement;
 - b. All documentation submitted in connection with the mortgage loan application conforms to all applicable state and federal laws and regulatory requirements, is complete and accurate as to information therein, contains no misleading information, has been prepared, executed and copies delivered as required by law, and all signatures and initials therein are authorized and genuine;
 - c. Broker has disclosed all facts of which it has knowledge and which are material to the subject matter of this Agreement and each mortgage loan application to PMC; neither this Agreement nor any loan documentation submitted to PMC contains any misstatement of material fact or omits to state a material fact necessary to make the statements contained therein not misleading; all information reported by the applicant to Broker has been completely and accurately submitted to PMC; Broker has no knowledge of any adverse information concerning applicant or any aspect of the submitted mortgage loan application which is not reflected in any of the written documents submitted to PMC by Broker;
 - d. Broker has complied with all applicable federal and state laws, rules and regulations in performing its activities with respect to the mortgage loan application, including but not limited to, the Real Estate Settlement Procedures Act ("RESPA" herein) and Regulation X, the Equal Credit Opportunity Act and Regulation B, the National Flood Insurance Program, the Truth In Lending Act and Regulation Z;
 - e. No bankruptcy petition, either voluntary or involuntary, is pending against the individual or individuals applying for a Loan.
 - f. Broker is not aware of any recently closed or pending real estate transactions not reflected on the borrower application.

g. Broker specifically warrants that the occupancy disclosed on the loan application is accurate.

3. ADDITIONAL REPRESENTATIONS AND WARRANTIES (the "Section 3 Representations and Warranties").
Broker hereby represents and warrants to PMC as follows:

a. Under and according to the laws of each of the states and local jurisdictions in which Broker originates mortgage loan applications for submission to PMC, Broker (a) is in good standing; (b) is duly licensed, registered or otherwise authorized to transact business in order to perform its obligations hereunder; (c) will, during the term hereof, maintain such licenses, registrations and/or authorizations, and (d) if not a natural person, is a legal entity created by or under the authority of the laws of a state or the Federal government, validly existing and in good standing;

b. If Broker is not a natural person, the execution and delivery of this Agreement by Broker and the performance by Broker of the obligations by it to be performed hereunder have been duly authorized by all necessary corporate or partnership actions;

c. The execution and delivery of this Agreement by Broker and the performance by Broker of the obligations by it to be performed hereunder do not, and will not, violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Broker or of the Articles of Incorporation, By-Laws, Partnership Agreement, or other such governing instrument, if any, of Broker;

d. This Agreement constitutes, when duly executed and delivered by Broker, a legal, valid and binding obligation of Broker enforceable against Broker according to its terms;

e. There are no actions, suits or proceedings pending or, to the best knowledge of Broker, threatened against or affecting the Broker or the properties of Broker before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which, if determined adversely against Broker, would have a material adverse effect on the financial condition, properties or operation of Broker;

f. The individual or individuals applying for a Loan have no claim or defense against Broker, or any other agent, assignee or successor of Broker by reason of act or omission by Broker, its directors, officers, agents or employees;

g. There are no third party claims for brokerage commissions or finder's fees in connection with the mortgage loan application, and Broker agrees to exonerate, indemnify and hold harmless PMC with respect to any and all losses sustained as a result of liability to any third party on the basis of any arrangement or agreement made by or on behalf of Broker.

4. REPRESENTATIONS AND WARRANTIES WITH RESPECT TO CONSUMER PRIVACY:

a. Broker hereby represents and warrants to PMC, that with respect to Broker's use of PMC's internet web site ("Web Site") it will, in accordance with applicable state and federal law:

- 1) Safeguard the security and confidentiality of customer information on the Web Site by permitting only authorized employees to have access to the Web Site and instructing authorized users that sharing, internally or externally, user id's and passwords is prohibited; and
- 2) In a timely manner denying access to those individuals no longer employed by Broker by promptly changing passwords and/or deleting or causing the deletion of user id's and passwords assigned to such individuals.

b. In addition to the representations and warranties set forth in the Agreement, PMC and Broker hereby represent and warrant to one another that they will, in accordance with applicable state and federal law, timely create, implement and maintain a written information security program designed to:

- 1) Insure the security and confidentiality of customer records and information; and
- 2) Protect against any anticipated threats or hazards to the security or integrity of such records; and
- 3) Protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer.

5. INDEMNIFICATION. In connection with the covenants, obligations, representations, warranties, terms and conditions to be performed and complied with by Broker pursuant to this Agreement, and in connection with any mortgage loan application submitted by Broker to PMC (whether or not PMC accepts such mortgage loan application), Broker agrees to defend by legal counsel acceptable to PMC, indemnify and hold harmless PMC from all liens, damages, deficiencies, liabilities, claims and expenses resulting from Broker's breach of any covenant, obligation, representation, warranty, term or condition in this Agreement.

If a Mortgage Loan is refinanced before the borrower makes his/her fourth (4th) payment following loan closing, the Broker agrees to refund any premium price (yield spread premium) paid to Broker by PMC within 15 days of receiving notice of loan pre-payment.

If a Mortgage Loan becomes sixty (60) or more days delinquent for any of its first four (4) scheduled payments, then Broker agrees to refund any premium price (rebate) paid to Broker by PMC, and Broker agrees to indemnify PMC for any losses, penalties or indemnifications incurred by PMC as a result of such delinquency. Broker shall not make any payments directly or indirectly on behalf of a Mortgagor to eliminate this liability.

6. REPURCHASE. Repurchase by Broker of any Loan funded by PMC will be required if PMC determines, at any time, that i) Broker had knowledge, or through the exercise of reasonable diligence should have had knowledge, that one or more of the Section 2 Representations And Warranties was untrue or breached on or prior to the date the Loan was funded by PMC, ii) one of more of the Section 3 Representations And Warranties was untrue or breached on or prior to the date the Loan was funded by PMC, or iii) PMC is required to repurchase the loan from its Investor. For each Loan subject to repurchase hereunder, Broker shall either refinance the mortgage loan within thirty (30) calendar days, or repurchase such Loan within thirty (30) calendar days of notice for an amount equal to the sum of, as of the time of repurchase, (a) the unpaid principal balance of, plus accrued interest on, the Loan, (b) the amount of any premium or sum in excess of the principal balance of the Loan paid by PMC to Broker, (c) the aggregate amount of any advances made by PMC for the account of the mortgagor, and (d) any attorney's fees, legal expenses, court costs or other expenses which have been incurred or expended by or on behalf of PMC in connection with such loan. In addition to any rights which may be granted under applicable state or federal law, should Broker fail or refuse to pay the amounts required pursuant to this paragraph, PMC may exercise a right of set-off and deduct amounts due and owing pursuant to this paragraph from any amounts owed by PMC to Broker.

PMC, at its sole option, may allow for indemnification against losses and expenses (including but not limited to out-of-pocket costs, attorney's fees, servicing and other premiums and losses on the liquidation of a Loan) as a remedy as opposed to the outright repurchase of a Loan.

7. ASSIGNMENT. Broker may not transfer, assign, or otherwise convey this Agreement or its rights or obligations hereunder without the express written consent of PMC. PMC may transfer, assign or otherwise convey this Agreement and its rights and obligations hereunder provided that the assignee assumes either expressly in writing or by operation of law all of PMC's obligations under this Agreement.

a. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successor and permitted assigns.

b. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, and their successors and permitted assigns, any rights, obligations, remedies or liabilities.

8. TERMINATION. Either Broker or PMC may terminate this Agreement at any time by the way of written notice. Such termination shall not affect or cancel the obligation of either party to fulfill any commitments, representations, warranties or indemnifications made under this Agreement prior to its termination. In the event Broker's breach of any of the warranties or representations herein gives PMC reasonable cause to believe that its remedies under Section 5 and 6 herein will be inadequate, or Broker fails to comply with any demand for performance required by this Agreement, PMC may terminate this Agreement, including any obligations to fund mortgage loan applications under any outstanding loan approval. Notwithstanding the termination, PMC shall have the option to fund any mortgage loan applications covered by a loan approval issued by PMC prior to the date of termination.

9. RIGHT TO DELIVERY. Broker recognizes that PMC intends to rely on its agreements with Broker and will, without notice to Broker, make binding commitments in reliance thereon. Broker agrees that any loan which PMC has agreed to fund shall be funded only by PMC and not delivered to another entity unless declined by PMC. PMC acknowledges that Broker has no control over the borrower and has no liability for borrower's failure to perform or desire to withdraw the application.

10. NO SOLICITATION. During the six (6) month period after the PMC's funding of a Mortgage Loan, Broker agrees not to solicit, seek to encourage or make any inquiry of the Mortgagor with respect to potential refinancing of such Mortgage Loan. If Broker receives any inquiry from any such Mortgagor within such period regarding possible refinance of such Mortgage Loan, Broker shall immediately refer such inquiry to PMC. PMC may, in its sole discretion, permit such refinance and agree to purchase the refinance Mortgage Loan for such price, and on terms and conditions acceptable to the PMC.

11. NO AGENCY. Broker acknowledges and agrees that nothing in this Agreement, or in the relationship between Broker and PMC, including the acceptance by PMC of any mortgage loan application submitted by Broker, authorizes Broker to act in any way as the agent or representative of PMC and that at no time shall a Broker represent to any third party that it is acting as an agent for or on behalf of PMC. PMC's funding of any mortgage loan application shall not be an indication that PMC has authorized or ratified any actions of Broker. This Agreement merely authorizes Broker to submit for review to PMC mortgage loan applications, which applications may be accepted or rejected at PMC's sole discretion.

Texas Properties Only – Notwithstanding the above, when applicable, PMC hereby appoints Mortgage Broker its Limited Agent and Mortgage Broker hereby accepts such appointment, for the sole and specific purpose of providing to loan applicants the 12 Day Notice required under Section 50(g) of the Texas Constitution in connection with Home Equity Loans. Any 12 Day Notice provided to a loan applicant by Mortgage Broker shall be deemed to have been provided by PMC.

Broker shall not be considered, under the provisions of this Agreement or otherwise, as having employee status. Broker shall have no authority to bind, obligate or commit PMC by any promise or representation unless specifically authorized by PMC in writing in a particular transaction. This Agreement shall not be construed as a partnership or joint venture, and neither party hereto shall be liable for any obligation incurred by the other.

12. PRICING AND FEES. Each mortgage loan application accepted for closing and funding by PMC will be closed and funded by PMC at the "lock-in" rate and price agreed upon between Broker and PMC, provided it is closed and funded on or before any expiration date identified by PMC. Broker and PMC agree to cooperate to ensure that each party receives the fees and premiums it is entitled to for each loan.

13. FACILITIES. Broker acknowledges that PMC has no responsibility or obligation to provide Broker with any personnel, material, facilities or equipment required by Broker to perform its responsibilities under this Agreement.

14. NON-EXCLUSIVITY. This Agreement shall be non-exclusive as to both PMC and Broker. It is expressly understood that notwithstanding the execution of this Agreement, the submission of any mortgage loan application by Broker to PMC hereunder or any covenants and agreements contained herein, PMC may make loans with or without the assistance of Broker and may use the services of other brokers, and Broker may make loans or submit mortgage loan applications to other lenders.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the relationship hereby established and shall supersede and cancel all prior agreements, offers and negotiations whether in writing or otherwise.

16. RESTRICTIONS. Broker agrees to comply in all respects with the current or future modifications to lending policies and the Broker will not convey to any applicant any information which is inconsistent with those policies or current rates as published by PMC. Should this Agreement be terminated for any reason whatsoever, Broker will not divulge to anyone, except as required by law, any information regarding any past borrower or applicant.

17. DISCLOSURE REQUIREMENTS. Broker and PMC hereby agree as to their respective responsibilities for various federal and other disclosure requirements as follows:

a. Broker is responsible for and agrees to issue to the applicant within the timeframe required by the applicable law:

- 1) The Special Information Booklet issued by the Secretary of Housing and Urban Development required by RESPA and Regulation X;
- 2) The Good Faith Estimate of closing costs required by RESPA and Regulation X, including an addendum related to any service providers required to be used by PMC;
- 3) The Potential Servicing Transfer Disclosure Statement required by RESPA and Regulation X;
- 4) The estimated Truth-in-Lending Disclosure Statement required by Regulation Z, and any re-disclosure(s) required by Regulation Z;

- 5) For variable-rate transactions, the booklet titled "Consumer Handbook on Adjustable Rate Mortgages" published by the Board of Governors of the Federal Reserve System and the Federal Home Loan Bank Board, along with the applicable Loan Program Disclosure, as required by Regulation Z;
- 6) Notification of Action Taken required by the Equal Credit Opportunity Act;
- 7) The disclosure required by the Fair Credit Reporting Act;
- 8) The notice required by the Right to Financial Privacy Act;
- 9) An Affidavit of Occupancy (or non-occupancy) in the form required by PMC;
- 10) An Employment Certification in the form required by PMC;
- 11) An Application or Advance Fee Disclosure in the form required by PMC;
- 12) If applicable as a result of the determination that the subject property is in a flood zone, a Flood Insurance Disclosure in the form required by PMC;
- 13) Any other notices or disclosures required by PMC or by applicable law prior to the funding of the loan.

b. PMC is responsible for and agrees to issue to the applicant within the timeframe required by the applicable law:

- 1) The final Truth-in-Lending Disclosure Statement required by Regulation Z;
- 2) If applicable, the Right of Rescission disclosure required by Regulation Z;
- 3) The Initial Escrow Account Disclosure or, if applicable, the Escrow Waiver Disclosure, required by RESPA;
- 4) Any other disclosures required by applicable law or identified as PMC's responsibility.

c. Notwithstanding the foregoing, Broker agrees that PMC reserves the right to require additional disclosures or change disclosure requirements for any mortgage loan, without prior notice to Broker.

d. Broker hereby agrees to defend by legal counsel acceptable to PMC, to indemnify and to hold harmless PMC from any claims, damages, costs and expenses that result from inaccurate or missing disclosures of any kind required to be delivered by Broker, whether such inaccurate or missing disclosure is discovered by PMC's own procedures or as a result of examination by a government agency or any other third party.

e. PMC hereby agrees to defend by legal counsel acceptable to Broker, to indemnify and to hold harmless Broker from any claims, damages, costs and expenses that result from inaccurate or missing disclosures of any kind required to be delivered by PMC, whether such inaccurate or missing disclosure is discovered by Broker's own procedures or as a result of an examination by a government agency or any other third party.

18. GENERAL PROVISIONS

a. All loan applications must be originated by Broker.

b. No term or provision of this Agreement shall be altered or modified unless in writing and signed by both PMC and Broker.

c. Any part, provision, clause, sentence, representation or warranty of this Agreement, which is prohibited, or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions herein.

d. All written provisions of PMC's program announcements and changes, updates or revisions are incorporated by reference into this Agreement and shall be binding upon all parties.

e. Both PMC and Broker agree that this Agreement shall be construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed therein without regard to the principles of conflict of laws. The PMC and Broker further agree that the proper jurisdiction and venue for any litigation arising in relation to this Agreement shall be the State of Florida. PMC and Broker hereby submit to the jurisdiction of the Circuit Court of Orange County, Florida.

f. All communications given pursuant to the terms herein shall be delivered in writing to the appropriate party at the address contained below.

g. Broker agrees to provide PMC with current copies of the licenses, registrations and/or authorizations required by this agreement at any time upon request by PMC.

h. Broker agrees to promptly notify PMC: (i) in the event of any substantial change in financial condition, ownership or management of Broker; (ii) if Broker knows or has reason to believe that any information in any mortgage application or other document delivered to PMC is untrue; and (iii) in the event any governmental or other agency has made any adverse finding or taken any action with respect to Broker or its officers, directors or employees.

i. Broker shall maintain at all times during the term of this Agreement, at its own expense, such insurance as is required by applicable legal requirements, and that is otherwise appropriate given the nature of Broker's business, including: (i) hazard and liability insurance; (ii) an errors and omissions policy or policies; and (ii) a blanket fidelity bond.

j. Broker or employee of Broker executing this agreement represents and warrants that he/she has full power and authority to bind Broker, and all officers, partners, agents, employees, independent contractors and representatives of Broker acting hereunder, it being understood that all such individuals are bound and subject to this agreement.

19. DUE AUTHORITY. PMC and Broker acknowledge that the individuals executing this document and any other persons designated by these individuals are fully authorized to act on behalf of each respective party.

Witness the due execution hereof by the respective duly authorized officers of the undersigned as of the date first written above.

PREMIER MORTGAGE CAPITAL, INC.:

BROKER:

Signature

Signature

Name

Name

Title

Title

Date

Date

800 N. Magnolia Avenue, Suite 1202
Street Address

Street Address

Orlando, FL 32803
City, State, Zip

City, State, Zip

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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. citizen or other U.S. person (defined below).

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 ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for 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). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

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 Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” 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.

The following payees are exempt from backup withholding:

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 payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. 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. Entering "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 foreign 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 payees, see *Exempt Payee* 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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

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 disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
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), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the 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 for 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.