



Mortgage Financial Corporation

LENDER PAID COMPENSATION AGREEMENT

Broker acknowledges and agrees that all loans using Lender paid compensation will be based on _____ percentage of the total loan amount. (Minimum .500% to Maximum 2.5%)

(Percentage chosen are includes all processing fee, administration fees and operation costs but excludes Lender fee)

Lender paid Broker Compensation shall be limited to a minimum of \$_____ and a maximum of \$_____.

Broker chooses **not** to use minimum and maximum.

All compensation levels are subject to state and Federal high cost limitations. **If you do not make a selection by March 30, 2011, the Lender paid compensation option will default to 1.5%. The default minimum is set at \$1,500.00 and maximum is set at \$10,000.00.**

- I understand that this selection impacts all loan submitted using Lender Paid Broker Compensation.
- I understand that payment of this compensation must be properly disclosed and will be subjected to federal, state, agency (ies) or any regulatory predatory lending calculations and restrictions.
- I certify that our Company has established Loan Officer Compensation agreements with each of their loan officers in accordance with all applicable rules and regulations.
- I represent and warrant that I have the authority to sign this document on behalf of the Mortgage Broker Company.

Effective from Date: _____ **to:** _____

Company Name: _____ Company NMLS#: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

Print Name: _____ Title: _____

Signature

Date



Mortgage Financial Corporation

MORTGAGE BROKER AGREEMENT

This Agreement is effective _____ between Dynamic Mortgage Financial Corporation, a California Corporation ("Lender"), and _____ ("Broker").

Broker is duly licensed and engaged in the business of originating first trust deed and second trust deed mortgage real estate loans by obtaining and processing loan applications from prospective borrowers and placing these applications on a non-exclusive basis with mortgage lenders such as Dynamic Mortgage Financial Corporation to underwrite, close and fund approved loans. Dynamic Mortgage Financial Corporation and Broker desire to engage in similar transactions for such loans ("Loans"). Therefore, in consideration of the following mutual promises and conditions, Dynamic Mortgage Financial Corporation and Broker agree:

PROCEDURES

1. **Registering Loans** - Broker may from time to time register Loans with Dynamic Mortgage Financial Corporation. The price for any such Loans, any lock-in periods, and all other price issues will be governed by Dynamic Mortgage Financial Corporation's pricing policy and procedures. By locking in a Loan, Dynamic Mortgage Financial Corporation agrees to fund the Loan, provided that the Loan complies with all provisions of this Agreement and the Dynamic Mortgage Financial Corporation pricing policy and procedures. Dynamic Mortgage Financial Corporation in its sole discretion reserves the right to change prices and its pricing policy at any time without prior notice to Broker. In no event shall such a change in prices or pricing policy affect a Loan previously locked-in with Dynamic Mortgage Financial Corporation by Broker.
2. **Status of Registered Loans** - Broker will keep Dynamic Mortgage Financial Corporation informed monthly or more often as to the pipeline status of Loans to be funded by Dynamic Mortgage Financial Corporation under this Agreement.
3. **Broker Duties** - Broker understands and agrees that payment of compensation is based solely on Broker's actual and specific loan origination and processing services for each Loan transaction. Broker's services include without limitation:
 - a. Counseling borrowers about available loans and the process of obtaining a loan;
 - b. Explaining to borrowers Dynamic Mortgage Financial Corporation's loan programs, qualification requirements and philosophy;
 - c. Completing the loan application with borrowers and obtaining all signatures;

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- d. Obtaining merged credit reports including FICO scores from the three credit repositories;
 - e. Evaluating consumer credit information to pre-qualify borrowers for Dynamic Mortgage Financial Corporation's loan products and programs;
 - f. Assisting borrowers with explanations of delinquent credit. All letters of explanation must be written by the borrower(s);
 - g. Preparing Good Faith Estimates required by Department of Real Estate, the Real Estate Settlement Procedures Act and preliminary Truth in Lending Act disclosures and sending them to borrowers within three business days of application;
 - h. Providing borrowers with all other disclosures required by federal, state or local laws or regulations;
 - i. Obtaining loan processing information such as verifications of employment and deposits, tax filings and pay stubs;
 - j. Processing information of employment and deposits, tax filings, pay stubs and information to further qualify borrowers for Dynamic Mortgage Financial Corporation loan products or programs;
 - k. Ordering preliminary title reports and commitments;
 - l. Opening escrows. *(May not use broker owned or affiliated escrow companies)*;
 - m. Keeping borrowers informed of the status of loan applications; and
 - n. Submitting fully processed application files to Dynamic Mortgage Financial Corporation for underwriting.
4. **Delivery of Loan Files** — Dynamic Mortgage Financial Corporation will work directly with title companies, closing agents and attorneys to ensure delivery to Dynamic Mortgage Financial Corporation of loan documents for Loans closed under this Agreement. However, if Dynamic Mortgage Financial Corporation agrees to allow Broker to prepare closing documents, Broker will deliver all closing documents to Dynamic Mortgage Financial Corporation within three days of closing.
5. **Delivery of Other Information/Documentation** — All information and documentation on any Loan required by Dynamic Mortgage Financial Corporation to satisfy requirements of FNMA, FHLMC, FHA, VA, GNMA, or any private investor or pool commitment shall be delivered by Broker to Dynamic Mortgage Financial Corporation no later than 5 calendar days after Loan closing. Broker understands that timely receipt of such information and documentation is of critical importance to Dynamic Mortgage Financial Corporation, and agrees to cooperate to the best of its ability in obtaining and delivering all necessary items to Dynamic Mortgage Financial Corporation within the required 5 days. Any failure of Broker to comply with this provision could result in

required repurchase of the affected Loan or Loans from Dynamic Mortgage Financial Corporation and/or the termination of this Agreement by Dynamic Mortgage Financial Corporation.

6. **Underwriting** — Broker agrees to pay an underwriting fee as established in writing by Dynamic Mortgage Financial Corporation from time to time for all Loans underwritten by Dynamic Mortgage Financial Corporation. The underwriting of a Loan by Dynamic Mortgage Financial Corporation shall not affect in any way Broker's obligations, including without limitation, Broker's repurchase obligations and/or indemnification obligations under this Agreement.
7. **Dynamic Mortgage Financial Corporation Liability to Broker for Registering/Underwriting Loans** Notwithstanding any language in this Agreement to the contrary, Dynamic Mortgage Financial Corporation shall have no liability to Broker for any act or omission related to registration and/or underwriting of Loans including without limitation those caused by equipment or computer failures, labor strikes or walkouts, casualty, and acts of God, except where such act or omission constitutes gross negligence by Dynamic Mortgage Financial Corporation.

BROKER REPRESENTATIONS AND WARRANTIES

8. **Broker Representations and Warranties** — Broker makes the following representations and warranties to Dynamic Mortgage Financial Corporation, which shall also be deemed made as to each and every Loan Broker submits to Dynamic Mortgage Financial Corporation regardless of date:
 - a. **As to Broker** —
 1. Broker is duly organized, validly existing and in good standing under the laws of its state of incorporation and is qualified to transact business, has all licenses, permits and registrations and is in good standing in each state where Broker originates Loans, as necessary to engage in the mortgage broker business and to perform under this Agreement;
 2. Broker has full power and authority to enter into this Agreement and neither execution and delivery of this Agreement or consummation of contemplated transactions, nor fulfillment of or compliance with the terms and conditions of this Agreement, will conflict or result in a breach of any term, condition or provision of Broker's certificate of incorporation or by-laws or any agreement to which Broker is a party or by which Broker is bound, or constitute a material default or result in an acceleration under any of them;
 3. No consent, approval, authorization or order of any court, governmental body or any other person or entity is required for execution, delivery and performance by Broker of this Agreement including, but not limited to, submission of Loans to Dynamic Mortgage Financial Corporation;
 4. Neither Broker nor its agents know of any lawsuit, action, arbitration or legal or administrative or other proceeding pending or threatened against Broker which would affect its ability to perform its obligations under this Agreement;

5. This agreement has been duly authorized and executed by Broker and is, or upon delivery will be, a legal, valid and binding obligation of Broker enforceable in accordance with its terms, subject only to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditor (Lender) rights generally.
6. It is understood and agreed that the representations and warranties set forth in **Section 8** shall survive and continue in force for the full remaining life of the Mortgage Loan, notwithstanding the restrictive or qualified enforcement of the mortgage or any restrictive or qualified language contained in any assignment of mortgage. Upon discovery by either Broker or Dynamic Mortgage Financial Corporation (Buyer) of a material and adverse breach of any of the foregoing representations and warranties, the party discovering such breach has a duty to give prompt written notice within 30 days of discovery to the other party.

With respect to the representations and warranties, which are made to the best of the Broker's knowledge, if it is discovered by the Broker, a servicer, investor servicer or Dynamic Mortgage Financial Corporation that the substance of such representations and warranty is inaccurate and such inaccuracy materially and adversely affects the value of the related Mortgage Loan or the interests of Dynamic Mortgage Financial Corporation therein, notwithstanding such Broker's lack of knowledge with respect to the substance of such representation or warranty, such inaccuracy shall be deemed a breach of the applicable representation or warranty. Within twenty (20) days of its discovery, or its receipt of notice of any such breach of a representation or warranty, Broker shall promptly cure such breach in all material respects or repurchase the affected loan at a price as specified in Section 10, herein.

If Dynamic Mortgage Financial Corporation discovers that Broker has breached a representation or warranty in Section 8.b below and such breach cannot, in Dynamic Mortgage Financial Corporations sole discretion, be cured by Broker within seven (7) business days of Dynamic Mortgage Financial Corporations discovery of the breach, Dynamic Mortgage Financial Corporation may, at its sole discretion, cure the breach and Broker shall reimburse Dynamic Mortgage Financial Corporation for any and all fees and costs incurred by Dynamic Mortgage Financial Corporation in curing such breach. If, however, Dynamic Mortgage Financial Corporation determines, in its reasonable discretion, that Broker is unable to cure the breach within twenty (20) days or that the breach cannot be cured without affecting the resale value of said loan, Broker shall within ten (10) business of receipt of notice from Dynamic Mortgage Financial Corporation repurchase the mortgage on the terms set forth below in Section 10.

Notwithstanding anything contained herein to the contrary, in the event a Mortgagor fails to make any of the first three Mortgage Loan payments due following the Transaction Date on a *Timely basis, then upon ten (10) business days written notice by Dynamic Mortgage Financial Corporation (Buyer), Broker shall immediately repurchase such mortgage at a price computed as provided in Section 10 herein.

*"Timely" shall mean prior to the next installment date due under the terms of a promissory note sold hereunder.

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b. As to each Loan —

1. Each Loan is a valid first or second lien on the mortgage property free and clear of all encumbrances and liens having priority over the lien of such Loan, except the first lien in the event of a second mortgage loan, liens for real estate taxes and special assessments not yet due and payable;
2. The mortgaged property is free and clear of all mechanics and materialmen's liens or liens of that nature, and no rights are outstanding that under law could give rise to any such lien;
3. Broker shall **not** order the appraisal report for any conventional Loan or have any contact with the appraiser assigned to perform the appraisal assignment in conformance with the Home Valuation Code of Conduct.
4. Broker shall deliver to Dynamic Mortgage Financial Corporation for any FHA or VA Loan an appraisal report of the mortgaged property for each Loan signed by a licensed appraiser approved or acceptable to Dynamic Mortgage Financial Corporation, which report shall be on the applicable FNMA/FHLMC form for the type of property securing the Loan, prior to Dynamic Mortgage Financial Corporation's approval of such Loan. For the FHA or VA Loan, which shall be insured or guaranteed Loans, Broker shall deliver to Dynamic Mortgage Financial Corporation a certification by the insuring or guaranteeing agency of its acceptance of the valuation assigned to the real estate security by the appraiser;
5. All federal and state laws, rules and regulations applicable to the Loans have been complied with including without limitation: The Real Estate Settlement Procedures Act; the Flood Disaster Protection Act; the Federal Consumer Credit Protection Act including the Truth in Lending and Equal Credit Opportunity Acts; the Home Mortgage Disclosure Act, the Fair Housing Act; statutes or regulations governing fraud, lack of consideration, unconscionability, consumer credit transactions or interest charges; Department of Real Estate requirements; and all conditions within the control of Broker as to the validity of the insurance or guaranty as required by the National Housing Act of 1934, or as required by the Servicemen's Readjustment Act of 1944; and any rules and regulations imposed by mortgage insurance companies or other insurers;
6. No Loan is the subject of litigation, which could affect Broker's ability to enforce the terms of the obligation or its rights under the Loan documents or this Agreement;
7. There shall be in forced for each Loan a paid-up title insurance policy issued by a Dynamic Mortgage Financial Corporation-approved title company in the amount at least equal to the outstanding principal balance of the Loan;
8. There shall be in forced for each Loan a hazard insurance policy and flood insurance policy, where applicable, meeting the requirements of Dynamic Mortgage Financial Corporation;
9. Where required by applicable state law, Broker will record the mortgage assignment in the name of Dynamic Mortgage Financial Corporation and the assignment of the Loan from Broker to Dynamic Mortgage Financial Corporation is valid and enforceable;

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10. The borrower has no rights of rescission, setoff, counterclaims or defenses to the Note or Mortgage (Deed of Trust) securing the Note arising from acts or omissions of Broker to Dynamic Mortgage Financial Corporation and the Note and Mortgage (Deed of Trust) is valid and enforceable;
11. Broker has no knowledge that any improvement located on or being part of the mortgaged property is in violation of any applicable zoning and building laws or regulation;
12. The mortgaged property is (a) in good repair and free of substantial damage from any cause, including but not limited to flood, fire, accident, earthquake, hurricane, or other disaster or calamity; and (b) the market for real estate in the geographical area of the mortgaged property has not materially and adversely declined since the date the property appraisal report was issued; and
13. Neither Broker, borrower nor any person or entity engaged by Broker, its officers, employees or agents, which is involved in the Loan, including without limitation any appraiser or credit reporting agency, has (a) made any false representation or provided information which is not true, complete and accurate as is reasonably necessary for Dynamic Mortgage Financial Corporation to make an underwriting decision; and/or (b) received any direct or indirect benefit, fee commission or other consideration of value from borrower or any other party in connection with the Loan except those fees properly charged to borrower.

BROKER'S REPURCHASE AND INDEMNITY OBLIGATIONS

9. **Broker's Repurchase Obligations** — Broker shall repurchase any Loan funded or sold to Dynamic Mortgage Financial Corporation pursuant to this Agreement, without any right of setoff by Broker and without the necessity for a court order or prior arbitration award, within ten (10) business days of receipt of written notice from Dynamic Mortgage Financial Corporation of any of the following:
 - a. Broker Fraud or misinterpretation in origination or processing of the Loan;
 - b. Broker fails to observe or perform or breaches in any material respect any of the representations, warranties, covenants or agreements contained in this Agreement with respect to a particular Loan; or
 - c. Failure by Broker to deliver to Dynamic Mortgage Financial Corporation within thirty (30) days from the date each Loan was funded or purchased by Dynamic Mortgage Financial Corporation the original information/documentation specified in Section 5.

The option to request or accept repurchase of any Loan is at the sole discretion of Dynamic Mortgage Financial Corporation, and shall survive termination of this Agreement regardless of date. Broker shall maintain sufficient funds on deposit, insurance, or have sufficient available credit to repurchase Loans from Dynamic Mortgage Financial Corporation on demand under this Agreement. Broker shall have no right of setoff under any circumstances for any reason. Any demand to repurchase a Loan shall not deprive Dynamic Mortgage Financial Corporation of its right to seek damages or other relief from Broker.

10. **Repurchase Price** — Repurchases under Section 8 & 9 shall be priced as the sum of:

- a. The outstanding principal balance of the Loan PLUS;

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- b. Accrued interest at the mortgage rate from the date to which interest was last paid PLUS;
- c. All un-reimbursed advances and extraordinary costs and expenses incurred by Dynamic Mortgage Financial Corporation with regard to the Loan PLUS;
- d. Any yield spread premium, service release fee or other amounts previously paid by Dynamic Mortgage Financial Corporation to Broker for the Loan PLUS;
- e. All losses, costs, damages and expenses incurred by Dynamic Mortgage Financial Corporation in connection with such repurchase.

Upon any such repurchase of Loans by Broker, Dynamic Mortgage Financial Corporation shall endorse the promissory note and assign any security interest, both without recourse, to Broker.

11. Broker Indemnification of Dynamic Mortgage Financial Corporation — In addition to Broker's repurchase obligations in Section 9, Broker will indemnify, defend and hold Dynamic Mortgage Financial Corporation harmless from and against any loss, damage, cost or expense, including but not limited to, reasonable attorney fees and expenses (a) arising out of any act or omission of Broker or any employee or agent of Broker; (b) arising out of Broker's failure to perform any of its obligations under this Agreement; or (c) arising out of or in connection with falsity, incorrectness, incompleteness or breach in any material respect of any representation or warranty made by Broker.

OTHER PROVISIONS

12. Loan Fraud - The submission of a loan application to Dynamic Mortgage Financial Corporation containing false or misrepresented information is a federal crime and Dynamic Mortgage Financial Corporation cooperates with government agencies and law enforcement officials to pursue false information or fraudulent activity. The following are examples of activities, which could lead to such actions being taken against Broker:

- a. Submission of inaccurate information, including false statements on loan applications and falsification of documents purporting to substantiate credit, employment, deposit balances, ownership of real property and other asset or liability information, or false personal information concerning the borrower;
- b. Forgery of documents;
- c. Inaccurate representations of current occupancy or intent to maintain required occupancy as agreed in the application and Loan closing documents;
- d. Lack of due diligence or appropriate concern by Broker and its employees in obtaining and ascertaining the authenticity of all documents submitted to Dynamic Mortgage Financial Corporation; and
- e. Acceptance of information or documentation which is known or suspected to be inaccurate, including but not limited to concurrent processing of multiple owner-occupied Loan applications from a single applicant, or permitting an applicant or other interested party to assist in processing a Loan application.

13. Pricing Discrimination - Dynamic Mortgage Financial Corporation is committed to the principles of fair lending. Broker acknowledges that Dynamic Mortgage Financial Corporation has no direct control nor

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can Lender directly police the Loan prices Broker charges its borrowers. Broker agrees that loan fees, bona-fide discount points and interest rates must be charged to all borrowers on a non-discriminatory basis without consideration of race, color, religion, gender, handicap, familial status, national origin or age. Broker agrees to indemnify and hold Dynamic Mortgage Financial Corporation harmless from and against any discriminatory practices employed by Broker or its employees and agents.

- 14. No Solicitation** - Loans sold to Dynamic Mortgage Financial Corporation cannot be solicited by Broker for prepayment, refinance or any other related products or services. For purposes of this Agreement, "solicit" shall not be deemed to include mass advertising via television, radio, newspapers and similar forms of communication not individually directed to specific Loan borrowers. Broker shall use its best efforts to prevent employees and the employees of affiliated entities from engaging directly or indirectly in any prohibited solicitations under this Agreement.
- 15. Refund of Service Release Premiums** – If any Mortgage Loan is prepaid within six (6) months following the date of Loan closing or purchase by Dynamic Mortgage Financial Corporation, Broker shall refund to Dynamic Mortgage Financial Corporation all service release premiums received from Dynamic Mortgage Financial Corporation and an \$1000 early payment fee, with respect to that Mortgage Loan. If any Mortgage Loan, originated by Broker, becomes delinquent on any of the first six (6) scheduled monthly payments due Dynamic Mortgage Financial Corporation, Broker shall refund to Dynamic Mortgage Financial Corporation all service release premiums and any rebate pricing received from Dynamic Mortgage Financial Corporation with respect to that Mortgage Loan plus an indemnification fee of \$1,000 on conventional Loans and \$2,000 on government Loans.
- 16. Additional Assurances and Inspections** - Broker agrees, from time to time, upon Dynamic Mortgage Financial Corporation's request, to provide Dynamic Mortgage Financial Corporation with additional evidence that Broker's representations and warranties are true and correct. This may include allowing Dynamic Mortgage Financial Corporation to conduct periodic on-site audits of Broker's business activities related to the Agreement, including but not limited to all books, records and files of Broker pertaining or relating to any Loans registered with Dynamic Mortgage Financial Corporation. In addition, Broker will submit to Dynamic Mortgage Financial Corporation its annual financial statement, certified by an independent public accountant, within 45 days following the end of each fiscal year.
- 17. Loans Originated by Third Parties** - Dynamic Mortgage Financial Corporation shall have no obligation under this Agreement to accept any Loans from Broker which were originated by any entity or person other than Broker; and Broker shall not register any Loans with Dynamic Mortgage Financial Corporation that are not originated by employees of Broker.
- 18. Continued Employment of Broker's Principals** - In the event that the principal or principals of Broker who negotiated this Agreement with Dynamic Mortgage Financial Corporation discontinue their employment with Broker, Broker shall deliver immediate notice of such event to Dynamic Mortgage Financial Corporation.
- 19. Notices** - Any notice or demand which is required or permitted to be given by any provision of the Agreement shall be deemed to have been sufficiently given if either served personally, email with return confirmation of receipt, facsimile with written proof of successful transmission, or sent by prepaid, registered or certified mail, addressed to the party at its address set forth below:

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Dynamic Mortgage Financial Corporation	Broker:
14351 Euclid Street, Suite E	Address:
Garden Grove, CA 92843	
Attention: Jim Phung	Attention:
Facsimile: (714) 554-6683	Facsimile:
Email: jimphung@dmfcorp.com	Email:

Either party may change its address by notice to the other.

20. Termination - This agreement may be terminated by either Dynamic Mortgage Financial Corporation or Broker without cause upon written notice addressed to the other party as provided in Section 18 above. In event of such termination, Dynamic Mortgage Financial Corporation agrees to close after termination those Loans registered by the Broker prior to the date of termination.

However, if Dynamic Mortgage Financial Corporation, in its sole judgment and discretion, reasonably determines that there has been fraud, misrepresentation or breach of warranty concerning a Loan registered, Loan closed by Broker, or any other material breach by Broker of this Agreement, Dynamic Mortgage Financial Corporation reserves the right to cancel this Agreement immediately and without prior notice, and to refuse to close any Loans registered by the Broker prior to such termination. All other rights and obligations of the parties, which arose prior to termination, shall survive termination.

20. Relationship of the Parties - By virtue of this Agreement, it is agreed that Dynamic Mortgage Financial Corporation and Broker shall not be considered to be partners or joint ventures and that Broker is not to act as the agent of Dynamic Mortgage Financial Corporation in origination, processing or performance of any other obligation, and shall act in all matters under this Agreement as an independent contractor.

20. Miscellaneous Provisions-

- a. **Assignment.** No assignment, transfer or other alienation of this Agreement by Broker shall be effective without prior written consent of Dynamic Mortgage Financial Corporation. This Agreement is established for the sole benefit of Dynamic Mortgage Financial Corporation and Broker, and no person or entity other than Dynamic Mortgage Financial Corporation and Broker shall be entitled to any benefit of this Agreement.
- b. **Waiver.** No waiver by Dynamic Mortgage Financial Corporation of any term or condition shall impair any right of Dynamic Mortgage Financial Corporation or be construed as a waiver of any terms or conditions in the future.
- c. **Integrated Agreement.** There are no promises or inducements by Dynamic Mortgage Financial Corporation to Broker not contained in this Agreement. This Agreement cannot be amended or modified orally. No provision of this Agreement may be waived or amended except in writing executed by Dynamic Mortgage Financial Corporation and Broker. Such a written waiver or amendment must expressly reference this Agreement.
- d. **Survival.** All of covenants, agreements, representations and warranties made by the parties shall survive and continue in effect after termination of this Agreement or consummation of transactions contemplated between the parties.

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- e. **Final Agreement.** This Agreement supersedes any and all prior written, oral or implied agreements between Broker and Dynamic Mortgage Financial Corporation as to the subject matter of this Agreement.
- f. **Counterparts.** This agreement may be executed in counterparts, all of which taken together shall constitute one and the same binding Agreement.
- g. **Choice of Law.** This Agreement has been entered into and shall be governed and construed in accordance with the laws of California.
- h. **Disputes.** If a dispute arises under this Agreement or with respect to the obligations of either party under this Agreement, Dynamic Mortgage Financial Corporation shall submit it to only the Superior Court of Orange County located in Santa Ana, California, as the sole venue for resolution of any disputes. The prevailing party shall be entitled to recover reasonable attorney fees and costs.
- i. **Severability.** If any portion of this Agreement shall be held invalid or inoperative then so far as reasonable and possible the remainder of this Agreement shall be considered valid and operative and effect shall be given to the intent manifested by the portion held invalid or inoperative. The parties authorize any modifications necessary to those provisions held invalid or inoperative so that effect can be given to the intent of the parties.
- j. **Setoffs.** If for any reason a dispute arises between Broker and/or Dynamic Mortgage Financial Corporation and any third party or client (e.g., borrower, real estate agent, escrow, appraiser or mortgage agent) in which Dynamic Mortgage Financial Corporation deems it prudent to pay any sum of money to settle a dispute or is required to pay any sum as a result of repurchase, litigation, arbitration or mediation, any sums paid or to be paid to Broker on a specific Loan involved in such dispute will be returned to Dynamic Mortgage Financial Corporation to offset sums necessary to settle all or a portion of the dispute. Dynamic Mortgage Financial Corporation may setoff and deduct from any sums otherwise due or payable to Broker any disputed fees, all or part of any repurchase obligation owed by Broker to Dynamic Mortgage Financial Corporation, indemnity sums, and any other amounts it is owed by Broker for any reason without advance notice. Broker shall have no right of setoff against Dynamic Mortgage Financial Corporation under any circumstances for any reason.

The undersigned parties have executed this Agreement as of the date first written above:

DYNAMIC MORTGAGE FINANCIAL CORPORATION BROKER: _____

By:

By:

Name:

Name:

Its:

Its:

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BROKER APPROVAL APPLICATION FORM

Company Name:			
Address:			
Phone:	Fax:	Pager	
Broker of Record:	HUD I.D.		
Primary Contact:	V.A. I.D.		
Type of Company: Corporation	Partnership	Sole Proprietorship	
Tax ID Number:	Company in Business since		
Company E-Mail & Website Address:			
Full Name <i>Principals/Officers:</i>	Title	Social Security	Ownership
1.			
2.			
3.			
Please provide 3 Lender References:			
Lender Name	Contact	Phone	
1.			
2.			
3.			
Please provide 2 Banking References:			
Bank Name	Contact	Phone	
1.			
2.			
TYPE OF ORIGINATIONS: <small>(Check all applicable)</small>			
Conforming	%	Seconds	%
VA	%	FHA	%

Please answer the following questions:

1) Has broker or principal, previously or currently operated a mortgage-related business under another name? If yes, please list individual company names including any DBA's. *(Attach separate page, if necessary.)*

2) Is the Broker of record actively engaged in the close supervision and control of all origination activities conducted on behalf of the Company, including the supervision of sales persons licensed to the company in the performance of acts, which a Real Estate license is required? If no, who is and please explain the reason for delegation of duties? *(Attach separate page(s), if necessary.)*

The undersigned ("BROKER") acknowledges that the ("INFORMATION") contained herein is true and correct and may be disclosed by Dynamic Mortgage Financial Corporation ("LENDER") to third parties with Broker's prior written or oral permission. Broker authorizes Lender, its principal officers and designated staff to verify information and to conduct personal and/or business credit and public information source inquiries regarding Broker. Broker agrees that Lender may disclose any information developed in its quality control review investigations to third parties as it relates to the processing of the submitted application. Lender will make available to Broker information obtained about Broker, provided Broker agrees to certain disclosure limitations and provided such disclosures do not breach confidentiality agreements between Lender and third parties. Broker waives any and all claims for errors, omissions or inaccuracies in information developed or disclosed by Lender. Broker agrees to indemnify, defend and hold Lender harmless for any inquiries, claims or damages brought against Broker and caused by disclosure of information by Lender to others.

Broker of Record:

Managing Officer or Owner:

Signature: _____ Date: _____ Signature: _____ Date: _____

Print/Type Name: _____ Print/Type Name: _____

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

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.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 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, apply for a TIN and 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 U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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 "Business name/disregarded entity" 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 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

DYNAMIC MORTGAGE FINANCIAL CORPORATION ZERO FRAUD TOLERANCE POLICY

The effects of mortgage loan fraud are very costly to all the parties involved in the mortgage loan origination process. Dynamic Mortgage Financial Corporation stands behind the quality of its loan production. Originating fraudulent loans is an illegal act. The law does not allow for a statute of limitation when it deals with fraud. Fraud is forever. If fraud is detected in any of the loans that we originate, our investors will require the Company to repurchase the loan and it will possibly jeopardize our reputation with them and within the mortgage industry. Under no circumstance will Dynamic Mortgage Financial Corporation tolerate the origination of fraudulent mortgage loans. **Anyone caught participating in the origination of fraudulent loans will be terminated immediately.**

The following are a few of the potential consequences that any one found to be participating in mortgage loan fraud may be faced with:

The Broker/owner of the Company

1. Criminal Prosecution.
2. Loss of Real Estate License with the Department of Real Estate and/or the Department of Corporations.
3. Loss of lender approvals. (HUD-FHA, FNMA, FHLMC, Mortgage Insurance companies, etc.) And LDP and /or DEBARMENT from the Industry.
4. Civil action, by one or more of the parties to the transaction.

The Loan Representative and/or Employee

1. Criminal Prosecution.
2. Loss of Real Estate License with the Department of Real Estate and/or the Department of Corporations. And LDP and/or DEBARMENT from the Industry.
3. Civil action, by one or more of the parties to the transaction.
4. Civil action, by Dynamic Mortgage Financial Corporation.
5. Loss of employment with Dynamic Mortgage Financial Corporation.

The Borrower

1. Acceleration of debt (FNMA/FHLMC Mortgage Deed of Trust, revised 9/90)
The borrower must pay off the loan in full. (No reinstatements).
2. Criminal Prosecution.
3. Civil action, by one or more of the parties to the transaction.
4. Civil action, by Dynamic Mortgage Financial Corporation.
5. Termination of employment.
6. Loss of professional license, if any.
7. Adverse effect on credit history.

I acknowledge that I have read and received a copy of the Dynamic Mortgage Financial Corporation Zero Fraud Tolerance policy and hereby agree to abide by this policy and conduct my mortgage loan origination activities accordingly.

Signature of Employee

Date

Dynamic Mortgage Financial Corporation

By: _____

Date