



20 E Main St
Maple Shade, NJ 08052
Phone: 856-667-7775
Fax: 856-667-7799

BROKER APPLICATION CHECKLIST

1. Completed Broker Application
2. Executed Broker Agreement
3. Authorization/Release Form
4. Copy of License(s)

Your LNB Commercial Capital Account Manager: _____



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BROKER APPLICATION

BUSINESS NAME: _____ TAX ID #: _____

BUSINESS ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL: _____ WEBSITE: _____

MONTH AND YEAR BUSINESS STARTED: _____ YEARS AT CURRENT ADDRESS: _____

NUMBER OF SALES EMPLOYEES: _____ (Number "Inside Sales": _____ Number "Outside": _____)

If applicable:

NUMBER OF BRANCH OFFICES: _____

CORP OFFICE PHONE: _____ CORP CONTACT: _____

PRINCIPALS

NAME	TITLE	SOCIAL SECURITY NUMBER	PERCENT OWNED

BUSINESS HISTORY

2006: TOTAL: # LOANS CLOSED: _____ DOLLAR VOLUME: \$ _____

RESIDENTIAL: # LOANS CLOSED: _____ DOLLAR VOLUME: \$ _____

COMMERCIAL: # LOANS CLOSED: _____ DOLLAR VOLUME: \$ _____

% OF LOAN VOLUME: _____% A-Paper _____% Alt-A _____% Gov't _____% Subprime

2007: TOTAL: # LOANS CLOSED: _____ DOLLAR VOLUME: \$ _____

RESIDENTIAL: # LOANS CLOSED: _____ DOLLAR VOLUME: \$ _____

COMMERCIAL: # LOANS CLOSED: _____ DOLLAR VOLUME: \$ _____

% OF LOAN VOLUME: _____% A-Paper _____% Alt-A _____% Gov't _____% Subprime



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THIS BROKER AGREEMENT (the "Agreement") is entered into this ____ day of _____, 200__ by and between LNB Commercial Capital Corp., with offices at 20 E Main Street, Maple Shade, NJ 08052 (hereinafter "LNBCC") and _____ with its principal place of business at _____ (hereinafter "Broker").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. LNBCC is in the business of originating loans. Broker is in the business of arranging loans and performing other services in furtherance of the origination of loans. In the course of undertaking such services, Broker may introduce prospective borrowers (hereinafter a "Borrower") to LNBCC for the purpose of Borrower obtaining a loan from or through LNBCC (hereinafter a "Loan"). In the event LNBCC closes and funds a Loan with a Borrower within six (6) months from the date the Broker has introduced the Borrower to LNBCC, Broker shall be entitled to be compensated in accordance herewith (the "Compensation"). The Compensation shall only be due at such time and if the Loan closes and is fully funded.
2. Broker represents and warrants to LNBCC the following:
 - a. Broker is duly licensed, where required by law, to engage in the business of brokering residential and non-residential real estate backed loans. Attached hereto are copies of all such licenses held by Broker, which authorize Broker to engage in the business of brokering residential and non-residential real estate backed loans. Broker shall maintain all such licenses in good standing at all times.
 - b. Broker has complied with, and will continue to comply with, all local, state and federal laws and regulations applicable to the conduct of its business, including but not limited to the Equal Credit Opportunity Act, the Fair Housing Act and all such laws and regulations that are included within the scope of the Fair Lending laws, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act and the Truth-in-Lending Act.
 - c. LNBCC is not Broker's only lender source and Broker acknowledges that LNBCC does not require that a Borrower use Broker in order to obtain a loan from LNBCC. Broker is an independent contractor and not an agent, servant, or employee of LNBCC. Broker shall not represent, directly or indirectly, to any Borrower or any other party, that it is an agent, servant, or employee of LNBCC. Broker shall not advise any Borrower that LNBCC has agreed to make a loan to such Borrower unless such Borrower's loan application is submitted to LNBCC by Broker and such Borrower is approved by LNBCC.
 - d. All applications submitted by Broker to LNBCC will be, to the best of Broker's knowledge after due investigation, true and complete; and will accurately reflect all information required by LNBCC.
 - e. Broker shall provide each Borrower/applicant with all applicable disclosures and notices as required by law, which disclosures shall be substantially in the form as promulgated by the National Association of Mortgage Brokers. The timely delivery of all necessary and appropriate disclosures shall be sole responsibility of the Broker.
 - f. Broker is fully aware of its responsibilities hereunder and has executed this Agreement only after it has had adequate opportunity to confer with its legal counsel. Broker has also executed this Agreement with the knowledge that LNBCC will rely upon the representations and warranties made by Broker to LNBCC. Broker acknowledges that LNBCC is authorized to send, from time to time, communications, rate sheets, product descriptions and advertisements to the facsimile number provided by Broker.
3. Based on LNBCC's own credit, collateral and other lending criteria, LNBCC may, in its sole and unilateral discretion, from time to time accept and review applications from Borrowers referred to LNBCC by

Broker. Broker acknowledges and understands that LNBCC has not, by its execution of this Agreement, agreed to make any loans to Borrowers referred to LNBCC by Broker. Loan approvals will be determined solely in the discretion of LNBCC and LNBCC shall have no liability to Broker, or Borrower, in the event LNBCC declines to approve any loan application or to fund any loan for any reason whatsoever.

4. The Compensation to be paid to Broker shall be set forth in the loan approval transmittal from LNBCC to Broker on a case-by-case basis. The value and scope of the Broker's services may vary for each transaction. Therefore, the Compensation earned by Broker for Broker's services in each transaction may be compensation for services, which may include but shall not be limited to the following:
 - a. The release of any servicing rights created or that may be in the process of being created by the Broker;
 - b. The Loan or related Loan file which has been provided to LNBCC;
 - c. Any and all savings in production costs that may be realized by LNBCC as a result of LNBCC's use of the Broker's staff in lieu of LNBCC's own staff;
 - d. Other services actually performed by Broker for the benefit of LNBCC in the origination and sale of any Loan to a Borrower procured by Broker, as permitted by applicable law.
5. If permissible under applicable state and federal law, the Broker may impose and collect additional fees upon Borrowers/applicants for consultations and other lending services, provided that such fees shall be agreed upon pursuant to a duly executed written Agreement between the Broker and such Borrower. Broker shall provide a copy of each such written Agreement to LNBCC prior to the funding of each loan.
6. All compensation to be paid to the Broker in connection with each Loan shall be disclosed on the Good Faith Estimate of Closing Costs, if applicable, and the HUD-1 Settlement Statement or other closing statement in accordance with applicable law.
7. The marks and names "LNBCC", "LNB Commercial Capital, Corp.", the "LNBCC" logo, and all other marks and names adopted and used by LNBCC (hereinafter collectively referred to as "LNBCC Marks and Names") are the sole and exclusive property of LNBCC and Broker agrees it has no rights or ownership interest in the LNBCC Marks and Names and will make no use whatsoever of the LNBCC Marks and Names in Brokers business name, advertisements or any other communications disseminated by Broker not expressly provided to Broker by LNBCC, without the express written permission of LNBCC. Broker agrees that all use of the LNBCC Marks and Names inures completely and solely to the benefit of LNBCC and that Broker has no rights to the LNBCC Marks and Names nor any goodwill appurtenant thereto.
8. In the event of any litigation arising out of the terms of this Agreement, the prevailing party shall be entitled to receive all costs and fees, including reasonable attorney's fees at all trial and appellate levels. Any litigation between the parties arising from this Agreement shall only be brought in Burlington County, New Jersey and the parties hereby agree to such jurisdiction in Burlington County, New Jersey. Seller, to the extent permitted by law, knowingly, intentionally and voluntarily submits to personal jurisdiction in Burlington County, New Jersey and agrees that Burlington County is the proper venue for any such proceeding by any person arising from or relating to the Agreement. This Agreement shall be governed by the laws of the State of New Jersey without giving effect to the conflict of laws. Nothing contained herein shall obligate Lender to close or fund any loan. Facsimile signatures on counterparts of this Agreement are hereby authorized and shall be acknowledged as if such facsimile signatures were an original execution, and this Agreement shall be deemed as executed when an executed facsimile hereof is transmitted by a party to any other party. This Agreement constitutes the entire understanding between LNBCC and Broker with respect to the subject matter hereof and there are no other understandings between LNBCC and



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Broker with respect to the subject matter hereof. Broker agrees that full payment of the Compensation set forth herein shall release Lender from all claims or liability to Broker with respect to such Loan. Broker specifically agrees to defend and hold Lender harmless from any and all claims of other brokers for a finder's fee or commission in connection with the Loan to a Borrower for which the foregoing described Compensation was paid to Broker. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL, AT THE OPTION OF LNBCC, BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

9. LNBCC is authorized to send any and all communications, rate sheets, product information and advertisements to the facsimile number and/or email addresses provided.

LNB COMMERCIAL CAPITAL CORP.

BROKER

BY: _____

COMPANY: _____

NAME: _____

BY: _____

TITLE: _____

NAME: _____

TITLE: _____

(Must be the owner or an officer)

FAX#: _____

EMAIL: _____



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AUTHORIZATION/RELEASE FOR BUSINESSES AND INDIVIDUALS

_____ (the "Applicant") acknowledges that it is in the best interest of both Applicant and LNB COMMERCIAL CAPITAL CORP. ("Mortgage Lender") for Mortgage Lender 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 Mortgage Lender 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 Mortgage Lender permission to submit the name of Applicant's company and any and all employees of that company for screening through any and all mortgage industry background databases, including, without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Applicant understands that Mortgage Lender performs quality control reviews of the loans that Applicant submits to Mortgage Lender 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 Mortgage Lender, Mortgage Asset Research Institute, Inc., all MIDEX subscribers, and any trade associations that endorses 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 Mortgage Lender or any other MIDEX subscriber to Mortgage Asset Research Institute, Inc., recorded in the MIDEX system, and used in any way by Mortgage Lender or any other MIDEX subscriber.

Signed For Applicant:

Signed for Mortgage Lender:

(Print or Type Name)

(Print or Type Name)

Its _____

Its _____

Company:

Company:

LNB COMMERCIAL CAPITAL CORP.

Address:

Address:

**20 E MAIN STREET
MAPLE SHADE, NJ 08052**

Date: _____

Date: _____