LNB Commercial Capital

WHOLESALE BROKER APPLICATION CHECKLIST

1.Completed Broker Application
2.Executed Broker Agreement
3.Copy of License(s)
4. .W-9

LNB Commercial Capital

BROKER APPLICATION

BUSINESS NAME: TAX ID:

BUSINESS ADDRESS: FAX NUMBER:

PHONE NUMBER: WEBSITE:

EMAIL:

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:

CORPORATE OFFICERS

NAME	TITLE	SOCIAL SECURITY NUMBER	PERCENT OWNED

BUSINESS HISTORY

2024: TOTAL: # LOANS CLOSED: _____ DOLLAR VOLUME: $ _____

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

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

% OF LOAN VOLUME: _____ % A PAPER ___% ___% GOV'T____% NON QA____%

2025: TOTAL: # LOANS CLOSED: _____ DOLLAR VOLUME: $ _____

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

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

% OF LOAN VOLUME: _____ % A PAPER ___% ___% GOV'T____% NON QA____%

EMPLOYEES

NAME	TITLE	EMAIL	PHONE

APPLICANT IS LICENSED OR REGISTERED TO BROKER LOANS IN

_____

_____

_____

_____

_____

_____

PLEASE RESPOND TO THE FOLLOWING:

Has your company or any of its owners, partners, managers or principals ever been suspended or terminated by any lender, state regulatory or licensing agency? If Yes, Please explain

Is the company or any of its owners, partners, managers or principals currently involved in any litigation that could affect the ability to performs as a broker? If Yes, Please explain

AUTHORIZATION

By signing the Wholesale Broker Agreement which is a part of the application process, Applicant certifies that the information provided herein is true and correct.

WHOLESALE BROKER AGREEMENT

THIS AGREEMENT ("Agreement") is entered into Pennsylvania this ____ day of _____ , _____ between LNB Commercial Capital, LLC and or its Assigns, hereinafter referred to as "LNB", and
_____ _____ hereinafter referred to as "Broker".

WHEREAS, Broker seeks to become an approved broker of mortgage loans to be submitted to LNB; and, WHEREAS, the parties wish to establish a non-exclusive relationship between and for the benefit of LNB and Broker, Broker will submit to LNB, from time to time, selected and completed applications of eligible applicants for mortgage loans for review, underwriting and potential approval by LNB.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter contained, the parties agree as follows:

1. General Broker Responsibility

Broker shall perform all of the following duties and functions at Broker's sole expense and Broker agrees to truthfully provide and perform these conditions in addition to the other promises, representations and covenants contained herein:

A. Submit to LNB completed mortgage loan application packages (each a "Package") from loan applicants using suchforms and under such programs, procedures and fee schedules as LNB periodically may establish.

B. Furnish LNB the loan applicant's credit, financial and other information as LNB may require.

C. Provide such additional information as LNB may reasonably request to assist LNB after the closing of the mortgage loanby LNB.

D. Perform such other services as LNB shall require to close the mortgage loans.

E. Comply with all applicable local, state and federal laws, including but not limited to the Equal Credit Opportunity Act,the Fair Credit Reporting Act and any other governmental regulatory requirements relevant to brokerage of realproperty secured loan applications in each jurisdiction where the real property securing the loan to be made is located.

2. Broker's Warranties:

Broker represents and warrants to LNB at the time any Package is submitted to LNB and at the time that any mortgage loan is funded and closed by LNB, that:

A. That the information contained in the Wholesale Broker Application is true and correct. That Broker shall not submit inany Package any false, fraudulent or erroneous information or statements, or omit any material fact necessary to makeany statement or information included in the Package true, accurate, complete and understandable. For purposes of this warranty, the term "submit" shall mean (i) submitting a Package to LNB with false, fraudulent or erroneous information with actual knowledge thereof: or (ii) submitting a Package to LNB with false, fraudulent or erroneous information after failing to follow standard practices and procedures prevalent in the mortgage banking or brokering industry which, if followed, would have led to the discovery or disclosure thereof; or (iii) submitting a Package with false, fraudulent or erroneous information where such information was or should have been within the knowledge or control of Broker. Broker acknowledges that the information in a Package is subject to LNB's independent verification, underwriting approval or quality control review but this shall not affect Broker's duties, responsibilities and representations hereunder.

B. Unless otherwise exempt, Broker is in compliance with all licensing requirements to broker mortgage loans or otherwise necessary do business in the state(s) in which Broker brokers, originates or negotiates any mortgage loan and possesses and agrees to maintain as valid, all necessary licenses, permits, and authority to engage in activities contemplated by this Agreement.

C. Unless disclosed to LNB in writing and approved by LNB in writing before the funding of any mortgage loan, Broker shall not receive any direct or indirect payment from any person other than the loan applicant with respect to the mortgage loan, including, without limitation, a payment involving escrow, appraisal or sale, and Broker (and Broker's agents, employees, officers and directors) shall have no direct or indirect ownership interest, guaranty interest lien on or in any property intended as security for the mortgage loan being reviewed by LNB.

D. Broker, if it is not an individual, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has full power and authority to own its assets and carry on its business as it is now being conducted, and is duly qualified to transact business where such qualification is required.

E. All mortgage loan applications submitted to LNB will be originated, compiled and prepared by trained employees of Broker and will be properly originated, prepared and completed in accordance with the procedures and guidelines of LNB,which shall be known to Broker and Broker warrants to remain apprised of all current procedures and guidelines of LNB sent to Broker by LNB. Further, Broker agrees to deliver to LNB any and all exhibits or documents obtained or prepared by the Broker in connection with each loan submitted.

F. Broker has the requisite authority and capacity to enter into this Agreement.

3. No Joint Venture, Partnership or Agency:

Broker acknowledges that nothing in this Agreement shall be construed to create a joint venture between Broker and LNB. In addition, nothing in this Agreement shall be construed to make Broker a partner, agent, representative, or employee of LNB, and Broker shall not hold itself out as such. Broker may not use LNB's name in any advertising medium. Broker acknowledges and agrees that it is acting on behalf of a borrower will conduct any and all business activities accordingly including determining the method, details and means of performing of all services described within this Agreement.

4. Indemnification:

Broker shall indemnify and hold harmless LNB and its shareholders, directors, officers, agents, attorneys, employees, successors and assignees from and against (and shall reimburse the same with respect to) any and all loss, damage, liability, cost and expense, including reasonable attorney's fees incurred by reason of, or arising out of, or in connection with:

A. Any breach of any representation, warranty or covenant contained in this Agreement; or

B. Broker's failure to perform any obligation hereunder.

Without limiting the generality of the foregoing, in the event of any breach of any representation, warranty or covenant contained in this Agreement.

5. LNB has Sole Discretion to Approve Mortgage Loans:

LNB agrees to review all Packages submitted by Broker; however, mortgage loan approval shall be within LNB's sole discretion. Broker shall not represent that LNB has approved or will approve any mortgage loan until Broker is so informed by LNB in writing. Mortgage loans shall close in the name of LNB and LNB shall appear on the promissory note as beneficiary. In the event that a mortgage loan application is denied, LNB shall cause to be delivered to Broker a verbal statement of credit denial, termination or change. Broker agrees to inform Applicant of the adverse action on the mortgage loan application in accordance with the regulations of the Equal Credit Opportunity Act.

Broker acknowledges that failure of LNB to review or discover any deficiency or error in the mortgage loan or the loan file at time of closing by LNB will not release Broker from its obligations to use its best efforts to provide any required documentation or correct any errors subsequently discovered. Nor will such a failure to review or discover deficiencies or errors prevent or inhibit LNB's exercise of any of its remedies hereunder.

6. Change in Underwriting Standards:

Broker acknowledges that LNB's underwriting standards may be amended at any time.

7. Inspection Rights of LNB:

Broker agrees to keep and maintain its books and records as to mortgage loans hereunder so as to meet and comply with Federal and State laws and regulations. Broker hereby grants permission and authority to LNB to audit said files. Broker understands that LNB will maintain an active quality control system and that LNB may routinely reverify pertinent credit documentation submitted by Broker even after a loan is closed or sold to LNB.

8. No Assignment of Broker's Rights or Duties:

Broker shall not have the right to assign any of its duties, obligations, or rights under this Agreement without the prior written consent of LNB, which consent is subject to LNB's sole discretion.

9. Arbitration of Disputes, Attorneys Fees:

Any controversy, claim or dispute among the parties arising out of this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Philadelphia County, PA and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. The fees and costs incurred in any such arbitration (exclusive of each party's attorney's fees and costs) shall be borne equally between the parties. However, the prevailing party from such arbitration shall be entitled to recover its attorney's' fees in addition to any other relief to which it may be entitled. Should either party fail or refuse to pay its share of the fees and costs, then the non-refusing party may advance those fees and costs and the non-paying party shall then be deemed to have waived their right to participate in the binding arbitration and shall be precluded from participating in the arbitration unless and until they have reimbursed the advancing party. Any such reimbursement must be at least 14 days prior to the Arbitration Hearing date in order to cure the default of the non-paying party.

10. Entire Agreement:

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporary agreements, representations and understandings. No supplement, modification or amendment shall be binding unless executed by both parties, except where LNB has been specifically granted the right to do so hereunder. It is the intention of the parties hereto that this Agreement shall be construed under and according to the substantive laws of the state of Pennsylvania and shall not be binding until executed by LNB. All questions regarding the validity, interpretation or performance of any of its terms, representations and warranties of any rights or obligations of the parties shall be governed by the laws of the State of Pennsylvania.

11. Enforceability of Agreement:

If any provision of this Agreement is held invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12. Further Acts of Parties:

Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

13. Waiver:

The waiver of any breach, term, provision or condition of this Agreement shall not be construed to be a waiver of any other breach, term, provision or conditions. All remedies afforded by this Agreement, or breach hereof, shall be cumulative, that is, in addition to all other remedies provided herein at law or in equity.

LNB Commercial Capital, LLC	**Broker**
By:	By:
Title:	Title:
Date:	Date: