

CORPORATE REGISTRATION CHECKLIST

The following items are required in order to complete the broker registration process. If you are operating as a Net Branch of a corporate office, please contact your Account Manager for additional documentation that is required in order to register with Nationwide Commercial Lenders.

- Completed Broker Application
- Executed Broker Agreement
- Authorization/Release (MARI/MIDEX) Form
- Copy of License(s)
- Resumes for all Principals

Nationwide Commercial Lenders; Account Manager _____

BROKER APPLICATION

Business Name: _____

Business Address: _____

Phone Number: () _____ Facsimile Number: () _____

Corporate Contact: _____ Email: _____

Month And Year Business Started: _____ Years At Current Address: _____

At Least 1 of the Following Fields Is Required:

Tax ID Number: _____ License ID Number: _____

PRINCIPALS

Provide resumes for the individuals listed below.

NAME	TITLE	PERCENT OWNED

STATES OF OPERATION

ALL *Please check as appropriate or check the "ALL" box.*

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

PROOF OF LICENSURE REQUIRED IN THE FOLLOWING STATES:

Arizona, Arkansas, California, Florida, Maryland, New Jersey, North Dakota, South Dakota and Wisconsin. **In addition, a license is required in the state where your business is located. If you do not have a license in the state your business is located then proof of registration to do business in the state is required.**

SIGNATURES:

I/We the undersigned do hereby attest and confirm that the information provided in this Broker application is true and correct to the best of my/our knowledge as of the date of signing. Nationwide Commercial Lender, LLC is authorized to send any and all communications, rate sheets, product information and advertisements to the facsimile number or email address provided above.

Signature **Date**

Print Name **Title**

Signature **Date**

Print Name **Title**

D.B.A.'S AND AFFILIATES

Provide Information on all D.B.A.'s and affiliates, if more space is needed, you may copy this page.

Business Name: _____

Business Address: _____

Phone Number: () _____ Facsimile Number: () _____

D.B.A./ Affiliate Contact: _____ Email: _____

Month And Year Business Started: _____ Years At Current Address: _____

At Least 1 of the Following Fields Is Required:

Tax ID Number: _____ License ID Number: _____

Business Name: _____

Business Address: _____

Phone Number: () _____ Facsimile Number: () _____

D.B.A./ Affiliate Contact: _____ Email: _____

Month And Year Business Started: _____ Years At Current Address: _____

At Least 1 of the Following Fields Is Required:

Tax ID Number: _____ License ID Number: _____

Business Name: _____

Business Address: _____

Phone Number: () _____ Facsimile Number: () _____

D.B.A./ Affiliate Contact: _____ Email: _____

Month And Year Business Started: _____ Years At Current Address: _____

At Least 1 of the Following Fields Is Required:

Tax ID Number: _____ License ID Number: _____

Business Name: _____

Business Address: _____

Phone Number: () _____ Facsimile Number: () _____

D.B.A./ Affiliate Contact: _____ Email: _____

Month And Year Business Started: _____ Years At Current Address: _____

At Least 1 of the Following Fields Is Required:

Tax ID Number: _____ License ID Number: _____

BROKER AGREEMENT

THIS BROKER AGREEMENT (the "Agreement") is entered into this ____ day of _____, 200____ by and between Nationwide Commercial Lenders, LLC, with offices at 6201 SW 70 St, Suite 102, Miami, Florida 33143 (hereinafter "NCL") 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. NCL 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 NCL for the purpose of Borrower obtaining a loan from or through NCL (hereinafter a "Loan".) In the event NCL closes and funds a Loan with a Borrower within six (6) months from the date the Broker has introduced the Borrower to NCL, 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 NCL the following:
 - a. Broker is duly licensed, where required by law to engage in the business of brokering commercial 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 commercial 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. NCL is not Broker's only lender source and Broker acknowledges that NCL does not require that a Borrower use Broker in order to obtain a loan from NCL. Broker is an independent contractor and not an agent, servant, or employee of NCL. Broker shall not represent, directly or indirectly, to any Borrower or any other party, that it is an agent, servant, or employee of NCL. Broker shall not advise any Borrower that NCL has agreed to make a loan to such Borrower unless Broker submits such Borrower's loan application to NCL and such Borrower is approved by NCL .
 - d. All applications submitted by Broker to NCL will be, to the best of Broker's knowledge after due investigation, true and complete and will accurately reflect all information required by NCL.
 - 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 Silver Hill will rely upon the representations and warranties made by Broker to NCL . Broker acknowledges that NCL 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 NCL's own credit, collateral and other lending criteria, NCL may, in its sole and unilateral discretion, from time to time accept and review applications from Borrowers referred to NCL by Broker. Broker acknowledges and understands that NCL has not, by its execution of this Agreement, agreed to make any loans to Borrowers referred to NCL by Broker. Loan approvals will be determined solely in the discretion of NCL and NCL

shall have no liability to Broker, or Borrower, in the event NCL 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 NCL 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 NCL;
 - c. Any and all savings in production costs that may be realized by NCL as a result of NCL's use of the Broker's staff in lieu of NCL's own staff; and
 - d. Other services actually performed by Broker for the benefit of NCL 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 NCL 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. 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 Miami-Dade County, Florida and the parties hereby agree to such jurisdiction in Miami-Dade County, Florida. Seller, to the extent permitted by law, knowingly, intentionally and voluntarily submits to personal jurisdiction in Miami-Dade County, Florida and agrees that Miami-Dade 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 Florida 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 NCL and Broker with respect to the subject matter hereof and there are no other understandings between NCL and 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 NCL, BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.
8. NCL is authorized to send any and all communications, rate sheets, product information and advertisements to the facsimile number provided below.
9. By executing this Agreement, Broker is also given approval to submit loans to Alliance of Mortgage Professionals an affiliate of NCL ("AMP"). AMP is the intended third party beneficiary of this contract and is entitled to the remedies accorded to third party beneficiaries under the law. This

includes, but is not limited to, the right to enforce the Broker's representations and warranties concerning any loan package submitted to AMP by Broker.

10. By executing this Agreement, NCL is also given approval to run a MARI incident report on the Broker at the point of registration and every year thereafter for re-registration.

Nationwide Commercial Lenders, LLC

BROKER

Name: _____
(Type name of company or broker)

Name: _____	By: _____
Title: _____	Name: _____
	Title: _____
	Facsimile () _____
	#: _____

AUTHORIZATION / RELEASE FOR BUSINESSES AND INDIVIDUALS

_____ (the "Applicant")
 acknowledges that it is in the best interest of both Applicant and Nationwide Commercial Lenders, LLC ("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: _____

Nationwide Commercial Lenders, LLC

Address: _____

Address: _____

6201 sw 70 st, suite 102.

Miami, FL

33143

Date: _____

Date: _____