

A Complete Broker Registration Includes the Following:

- | | |
|---|--|
| <input type="checkbox"/> Completed Broker Application | <input type="checkbox"/> Executed Broker Agreement |
| <input type="checkbox"/> Authorization/Release (MARI/MID EX) Form | <input type="checkbox"/> Copy if License(s) |
| <input type="checkbox"/> Resumes for all Principals | |

Broker Application

Business Name:		Tax ID Number:	
Broker Address:	City:	State:	Zip:
Phone Number:	Fax Number:	E-mail Address:	
Month and Year Business Started:		Years at Current Address:	

Principals

Provide resumes for the individuals listed below.

Name	Title	Social Security Number	Percent Owned

States of Operation

Please check.

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					

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. Commercial Funding is authorized to send any and all communications, rate sheets, product information and advertisements to the fax number provided above.

Signature

Date

Print Name

Title

Commercial Funding Broker Registration

Broker Agreement

THIS BROKER AGREEMENT (the "Agreement") is entered into this _____ day of _____, 200____ by and between Commercial Funding, LLC, with offices at 2860 Laguna Street, San Francisco, CA. 94123 (hereinafter "Commercial Funding" 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. Commercial Funding 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 Commercial Funding for the purpose of Borrower obtaining a loan from or through Commercial Funding (hereinafter a "Loan".) In the event Commercial Funding closes and funds a Loan with a Borrower within six (6) months from the date the Broker has introduced the Borrower to Commercial Funding, 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 Commercial Funding 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. Commercial Funding is not Broker's only lender source and Broker acknowledges that Commercial Funding does not require that a Borrower use Broker in order to obtain a loan from Commercial Funding. Broker is an independent contractor and not an agent, servant, or employee of Commercial Funding. Broker shall not represent, directly or indirectly, to any Borrower or any other party, that it is an agent, servant, or employee of Commercial Funding. Broker shall not advise any Borrower that Commercial Funding has agreed to make a loan to such Borrower unless Broker submits such Borrower's loan application to Commercial Funding and such Borrower is approved by Commercial Funding.
 - d. All applications submitted by Broker to Commercial Funding will be, to the best of Broker's knowledge after due investigation, true and complete and will accurately reflect all information required by Commercial Funding.
 - 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 Commercial Funding will rely upon the representations and warranties made by Broker to Commercial Funding. Broker acknowledges that Commercial Funding is authorized to send, from time to time, communications, rate sheets, product descriptions and advertisements to the facsimile number provided by Broker.

Commercial Funding Broker

By: _____

Name: _____

Title: _____

Broker_____
(Type name of company or broker)

By: _____

Name: _____

Title: _____

Fax: _____