



FLORIDA BROKER PACKAGE

Please submit the following documentation along with this coversheet to AFC for Broker Approval:

- Completed & Signed Broker Agreement
- Completed & Signed W-9 Form
- Completed & Signed
Broker's Authorization to Release Information
- Completed & Signed Broker Information Form
- Completed & Signed Additional Branch Offices Form
- Completed Sales Personnel List
- Copy of Broker License(s) (Where Applicable)

Fill in your Account Executive's name: _____

Do you have a loan pending? Yes No (Please circle one)

Please submit completed broker package to AFC Broker Approval Department

(813) 387-3800 or (866) 444-4944

Fax: (813) 387-1128

loans@afchardmoney.com

Mailing Address: 4021 West Waters Avenue, Tampa, FL 33614



BROKER AGREEMENT

This Broker Agreement (the "Agreement") is between Allstate Funding Corporation DBA AFC Hard Money, a Florida Corporation and Florida Mortgage Lender holding license number _____ ("AFC") and _____ holding license number _____ ("Broker").

RECITALS

The parties wish to establish a nonexclusive relationship whereby Broker will submit prospective loans ("Loans") to AFC on behalf of Broker's clients ("Borrowers") for possible funding.

THEREFORE, the parties agree as follows:

AGREEMENT

1. General Broker Responsibility. Broker will, at Broker's sole expense:
 - a. Submit to AFC on behalf of Borrowers complete Loan packages conforming to the programs, procedures, and fees schedules that AFC periodically shall establish;
 - b. Furnish to AFC all Borrower credit, financial, and other information that AFC shall require;
 - c. Provide such information as AFC may reasonably request to assist AFC in marketing the Loans to secondary market investors ("Investors");
2. Loan Approval. Loan approval shall be at AFC's sole discretion. Broker shall not represent that AFC has approved or will approve any Loan until Broker is so informed by AFC in writing. All Loans shall close in AFC's name or in the name of AFC's assignee (such assignee being hereinafter referred to as "Lender").
3. Fees. Any fee, commission, or other consideration payable to Broker with respect to any Loan shall be paid only after AFC deducts from the Loan proceeds all of AFC's and Lender's fees and charges. No fee shall be owed to Broker on account of any proposed Loan which is not funded and closed. Any fees (and the amount of such fees) imposed by Broker upon Borrower shall have been determined by negotiations between Borrower and Broker. The total fees to be received by Broker shall have been separately itemized and fully disclosed to Borrower, AFC, and Lender and are reasonably related to the market value of the services rendered by Broker in connection with the Loan. Broker acknowledges that AFC will not provide funding for a "high cost mortgage" as defined by Section 32 of the Truth in Lending Act ("TILA") or that exceeds any "points and fees threshold" or "APR or Rate threshold" as defined in TILA or in any applicable state or local law or regulation.
4. Broker's Representations and Warranties. Broker represents and warrants to AFC and Lender as of (a) the date of this Agreement; (b) the time any loan package is submitted to AFC, and (c) as of the time any Loan is funded and closed, that:
 - 4.1 Loan Submission. The contents of all loan packages submitted to AFC shall immediately become the property of AFC, and all information therein may be subject to AFC's independent verification. Broker warrants that each loan package submitted to AFC for approval shall conform in all respects to all the terms, conditions, representations, warranties and covenants contained in this Agreement.



4.2 No Untrue Statements. All information contained in any loan package will be true, accurate and complete in all material respects. No loan package will contain any false statements of a material fact or omit any material fact necessary to make the statements therein not misleading in light of the circumstances in which they were made, whether such misstatements or omissions are deliberate or not, and whether discovered by actual inspection by AFC, its representatives, Lender, or otherwise.

4.3 Absence of Claims. Except as previously disclosed by Broker to AFC in writing, there is not pending or, to the best of Broker's knowledge threatened, any suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation (including an allegation of fraud by another lender) against Broker or its current or former owners, agents, or employees which could have a materially adverse effect on Broker's business, assets, financial condition, or reputation.

4.4 Control of Documents. No Borrower shall have had in its direct possession or control any credit, income, or deposit verification document submitted to AFC with respect to any Loan. Broker warrants that all appraisals submitted to AFC were ordered by Broker and not by the borrower, realtor, real estate broker, or any other party.

4.5 Duly Licensed. Broker possesses all necessary licenses, permits, and authority to engage in the activities contemplated by this Agreement and that it will maintain such licenses, permits, and authority in good standing throughout the term of this Agreement. Broker will immediately notify AFC if any license, permit or authority is not renewed or is suspended or cancelled for any reason. Broker understands it will ensure that all loan officers employed or working on Broker's behalf as a W2 or 1099 status employees will not submit loans to AFC, where the state requiring loan officers to be licensed and the loan officer originating the loan is not duly licensed in that state. Non-compliance of this requirement will result in termination of the agreement between AFC and Broker. A copy of Broker's license is attached to this Agreement. A copy of Broker's license is attached to this Agreement.

4.6 Ownership. Except as otherwise disclosed to AFC in writing before the funding of any Loan, Broker shall have no direct or indirect ownership interest in any property acting as security for the Loan.

4.7 High Cost Loans. Broker understands and acknowledges that AFC prohibits any form of predatory lending as defined by any federal, state, or local law or regulation, and/or any regulatory agency. Broker shall not cause the settlement agent to make any changes to the HUD-1 Settlement Statement unless AFC provides its express written approval of such changes. Such changes include, but are not limited to, changes in the sales price of the property, changes in the disbursement of the seller's proceeds, changes in the broker's fees, changes to the payoff amounts of existing liens on the property, and changes to the total settlement charges. If any changes to the Settlement Statement are made, without Lender's written approval, that causes such Loan to be defined as a "high cost mortgage" under Section 32 of the Truth in Lending Act ("TILA") or to exceed any "points and fees threshold" or "APR or Rate threshold" as defined in TILA or in any applicable state or local law or regulation. Any such loan closed inadvertently and later discovered will either be subject to purchase by Broker or Broker shall indemnify AFC for any actual losses incurred as a result.

4.8 Compliance with Laws. Broker and each other person involved in any Loan transaction shall comply with all applicable state and federal laws with respect to the Loans and the activities of Broker. Broker and each other person involved in any Loan transaction shall be in full compliance in all respects with all rules and regulations of all real estate and mortgage lending regulatory and supervisory agencies that are applicable to Broker and each such person;. All federal, state and local laws, rules and regulations applicable to the Loans have been complied with, including, without limitation, the Real Estate Settlement Procedures Act, the Truth-In-Lending Act, the Equal Credit Opportunity Act, the Home Mortgage Disclosure Act, the Fair Credit Reporting Act, and all other statutes or regulations governing fraud,



consumer protection, consumer credit transactions, or interest charges. The Loans must comply with all requirements, regulations, and guidelines applicable to the Loans, including, without limitation, the standard requirements of secondary market investors, and such other requirements as AFC may identify in its product descriptions. Broker understands and acknowledges that AFC may sell closed and funded Loans to investors in the secondary mortgage market.

4.9 Appraisal Reports. All appraisal reports submitted to AFC in connection with Loans shall contain true and accurate information, shall be in compliance with all applicable federal, state, and local requirements for such appraisal reports, and shall be on the applicable form for the type of property securing the Loan.

4.10 Change in Borrower Financial Status. If, at any time during the period between the submission of any Loan package to AFC and the funding and closing of the Loan, Broker discovers, or has reason to believe, that any of its representations and warranties may cease to be true, Broker shall give written notice thereof to AFC immediately.

4.11 Discrimination. AFC is committed to the principles of fair lending. Broker agrees that all loan fees, discount points, and interest rates must be charged to all Borrowers on a non-discriminatory basis, without consideration of race, gender, national origin or age. Broker agrees to indemnify, defend and hold AFC harmless from any discriminatory practices employed by Broker or its employees and agents.

4.12 Services Rendered. Broker has actually provided necessary goods, services and/or facilities in connection with the Loan. Any lender-paid compensation, when combined with other applicant paid compensation, if any, shall not be greater than that allowed under applicable federal, state and local law. Total compensation earned by Broker from all sources will constitute a reasonable payment for the goods, facilities and services actually provided by the Broker and Broker will not retain duplicative payments for any of those goods, fees, or services.

4.13 No Adverse Circumstances. Broker has no knowledge of any circumstances or conditions with respect to any Loan, Mortgaged Property, or Borrower that reasonably could be expected to cause third party investors to determine that the Loan is an unacceptable investment, cause any Loan to become delinquent or adversely affect the value or marketability of the Loan.

5. Status of Broker. Nothing in this Agreement shall be construed as making Broker a joint venturer, partner, representative, employee, or agent of AFC. Broker shall have no authority to solicit, bind, or commit AFC to any contract or transaction, whether for placement of a loan or for any other purpose, and Broker shall not represent in any manner to anyone that Broker has such authority. Broker shall not hold itself out as such, nor shall it use AFC's name in any advertising. Broker is an independent contractor, and Broker shall determine the method, details, and means of performing all services required by this Agreement.

6. Broker's Indemnification. Broker shall indemnify and hold AFC and Lender and their shareholders, directors, officers, agents, employees, successors, and assigns harmless from and against, and shall reimburse the same with respect to, any and all loss, damage, liability, costs and expenses, including reasonable attorneys' fees, from any cause whatsoever, incurred by reason of or arising out of or in connection with:

- a. Any breach of any representation or warranty contained in this agreement; or
- b. Broker's failure or refusal to allow a Loan to be closed; or
- c. Any act or omission of Broker, or any employee or agent of Broker, including any fraud or misrepresentation in the origination or processing of the loan; or



d. Any early payment default or other event triggering a repurchase obligation as set forth hereinbelow, or triggering a demand by an investor to indemnify the investor or to make the investor whole with respect to the Loan; or

e. Any claim by a Borrower that AFC's failure to fund a Loan resulted from Broker's negligence in the submission of any Loan. Broker's obligation to indemnify AFC under this Agreement shall arise upon:

a. AFC and/or Lender incurs an actual loss; or

b. AFC or Lender receives a Loan repurchase demand from an Investor and AFC or Lender determines, in its sole and absolute discretion, to be enforceable.

This section shall survive the termination of this Agreement.

6.1 Lender rights.. If Broker's obligation to indemnify AFC or Lender is triggered under this or any representation or warranty made by Broker is untrue, in addition to its obligation to indemnify, Broker, may, its sole and absolute discretion, either repurchase the loan submitted by Broker or return all benefits it received for submitting the Loan to Lender which includes but is not limited to commissions, fees, premium pricing received in connection with the Loan, and any actual losses which are incurred by AFC or Lender. AFC or Lender may also enforce any other available remedy at law or in equity.

Within thirty (30) days, Broker must pay the total amount demanded by Lender or AFC or the amount required for repurchase by AFC or Lender.

6.2 Retro-appraisal. For a period of one (1) year after a Loan has funded, AFC or Lender may, at its option, obtain a retro-appraisal of any Mortgaged Property. If the retro-appraisal indicates a fair market value which is more than ten percent (10%) less than the original appraisal value, then Broker, in its sole and absolute discretion, shall either repurchase the loan submitted by Broker or return all benefits it received for submitting the Loan to Lender which includes but is not limited to commissions, fees, premium pricing received in connection with the Loan, the cost of the retro-appraisal and any actual losses which are incurred by AFC or Lender. Retro-appraisals must be performed in accordance with industry standards. The Retro-Appraiser shall make a determination of the appraised value as of the original appraisal date using comparable sales that were available as of the date of the original appraisal. Such amount of repurchase shall be paid within thirty (30) days of AFC or Lender's demand.

6.3 Audits. Broker understands that AFC routinely conducts audits to re-verify credit documentation, appraisals, and other information provided by Broker. Broker understands that any discrepancies found by AFC during its audits are grounds for immediate termination of this Agreement as well as notification to applicable governmental agencies and other parties.

7. AFC's and Lender's Rights. Broker's obligation to fully indemnify AFC and Lender under this Agreement shall not be affected by AFC or Lender taking any of the following actions with or without notice to Broker:

a. Liquidation, repayment, retirement, or sale or resale of any Loan;

b. Foreclosure of any Loan; or

c. Sale or resale of the property securing any Loan.

8. Disclosure of Information. Broker acknowledges and agrees that AFC and/or Lender may report instances of Broker making any material misstatement in connection with a Loan, or Broker's knowingly



aiding a Borrower to do the same, to appropriate state or federal regulatory authorities or law enforcement agencies. AFC and/or Lender shall respond to reference inquiries regarding Broker only upon receipt of written authorization from Broker.

9. Confidentiality. Broker shall not disclose any "Confidential Information" (defined below) to any person who is not an officer, employee, or agent of Broker. Broker shall restrict the disclosure of Confidential Information only to its employees, officers, or agents who have a need to know the Confidential Information. Broker shall only use Confidential Information in connection with the purposes of this Agreement.

10.1 "Confidential Information" is defined to include all information supplied to Broker by, or at the direction of, AFC, including, all information, data, and material prepared for, or at the direction of AFC, any information relating to customers (past, current and prospective), the Loans, this agreement, any information generally regarded as confidential in the consumer and commercial credit industries, and any information treated as confidential information or non-public personal information under the Gramm-Leach-Bliley Act, related regulations, and state privacy laws.

10.2 Upon the termination of the Agreement between AFC and Broker, Broker shall promptly, whether AFC has expressly requested it or not, return all materials, data, forms, discs, charts, spreadsheets, and all other materials and information provided by or at AFC's direction to Broker or any designee of the Broker, relating to any information used to determine the eligibility of any person or entity for lending purposes by AFC or any designee of AFC.

10.3 Should disclosure of any information or material covered by this Agreement be sought by way of subpoena, court order, administrative decree or by any means while the same is in the possession of Broker or anyone acting for, or at the direction of, Broker, then Broker shall advise AFC of this promptly and subsequently confirm its advice in writing. In addition it shall provide AFC by the most expeditious means available with copies of any papers seeking the disclosure of such information together with copies of all material sought if the same exist and are under Broker's control. Broker shall not disclose any information voluntarily in such circumstances and shall, if requested by AFC take appropriate action to protect the confidentiality of such information including, but not limited to, at AFC's expense, seeking a protective order of a court of competent jurisdiction.

10.4 Broker shall safeguard the Confidential Information from disclosure to any third party using the same precautions that it uses to safeguard its own confidential information, but in no event will such precautions be less than reasonable or less than as required by law. Broker represents and warrants that it has and will have an information security program reasonably designed to (i) ensure the security and confidentiality of the Confidential Information, (ii) protect against any anticipated threats or hazards to the security or integrity of the Confidential Information, and (iii) protect against unauthorized access to or use of such Confidential Information. Broker will advise AFC of all of its procedures designed to safeguard Confidential Information. AFC may request additional security procedures be implemented and if so requested, Broker shall undertake such steps promptly.

10.5 Broker shall require all of its employees and agents performing service to it for the benefit of AFC, or for the purposes of this Agreement, to abide by the terms of this Agreement prior to being given access to any Confidential Information.

10.6 Broker recognizes that no remedy at law for damages is adequate to compensate for breach of the covenants contained in this section. In addition to any other remedies available to AFC in this Agreement, AFC shall be entitled to temporary and permanent injunctive relief against breaches of this section without the necessity of proving damages. Such permanent or temporary injunctive relief shall in no way limit any other remedies which may result from the breach of this Agreement.



11. Termination of Agreement. Either party may terminate this Agreement, at any time, upon written notice to the other party; provided, however, that all obligations contained herein shall survive such termination.

12. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

13. Right of Offset. Broker acknowledges and agrees that AFC and/or Lender shall have the right to offset or withhold any origination fees or other fees or other compensation to be paid to Broker hereunder, in connection with any liability or potential liability of Broker to AFC and/or Lender hereunder, including, without limitation, any liability or potential liability related to the breach or alleged breach by Broker of any representations or warranties or related to the failure or alleged failure of any Loans to comply with the requirements set forth herein.

14. Notices. All notices required hereunder shall be in writing and shall be deemed to have been given, made, and received only:

a. Upon delivery if personally delivered to a party;

b. One (1) business day after the date of dispatch, if by facsimile transmission;

c. One (1) business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or

d. Three (3) business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested, at the following addresses:

If to AFC, at 4021 West Waters Avenue, Tampa, FL 33614. If to Broker, at _____.

15. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

16. Assignment. This Agreement is not assignable by Broker but Lender shall have the right to assign or transfer this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings which are merged into this integrated document and Agreement. No supplement, modification, or amendment shall be effective unless executed in writing by both parties.

18. Waivers, Remedies. Failure to audit or delay in auditing any Loan or failure to exercise or delay in exercising any right shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or the further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. All remedies shall be cumulative and nonexclusive.



19. Partial Invalidity. If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

20. Captions. The captions and paragraph numbers in this Agreement are inserted only as a matter of convenience and do not define, limit, or construe this Agreement.

21. Further Assurance. 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.

22. Mail Pieces, Faxes and Emails. AFC is permitted to send periodic mail pieces, faxes and emails to Broker and to Broker’s employees, representatives and affiliates.

23. Authorized Party. The undersigned representatives are duly authorized to act on behalf of and bind the parties to the terms of this Agreement.

24. Ambiguities. The parties have cooperated in the drafting and preparation of this Agreement and any interpretation or construction of this Agreement shall not be construed against one party in favor of another.

25. Prior Agreements. This Agreement rescinds and supersedes all previously dated contracts which may exist between the parties.

Entered into on _____, 2006.

AFC Hard Money

“AFC”

By: _____

Its: _____ (title)

“BROKER”

By: _____

Its: _____ (title)

_____ (print name)



BROKER’S AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

_____ has completed an application to AFC Hard Money for approval as a loan broker (the “Application”). AFC Hard Money may unconditionally verify and inquire into any and all information contained in the Application and in other documents provided in connection with the Application, including my/our personal information.

Accordingly, I/we authorize you to provide to AFC Hard Money any and all private and confidential information and documentation that AFC Hard Money requests. Such information includes, but is not limited to, employment history and income, bank accounts, money market and similar financial account balances, license checks, background checks, credit reports, civil docket searches, and criminal checks. AFC Hard Money may release and provide copies of this authorization to any party either named in the Application, or who is in possession of information contained in the Application, or relating to or in connection with information within the scope of this authorization.

A copy of this authorization may be accepted as the original by any third-party recipient.

Your prompt reply to AFC Hard Money is appreciated.

Owner/Principal

Social Security Number

Owner/Principal

Social Security Number



Broker ID Number

Broker/ Correspondent Application

Broker Information

*(To be completed and signed by all those who wish to become approved with AFC Hard Money)
We wish to become approved with your company as a **Broker / Correspondent** (Circle one)*

General Information

Legal Name of Company: _____
DBA Name (if applicable): _____
Primary Contact Person: _____ Secondary Contact Person: _____
Street Address: _____

Phone #: _____ Fax #: _____ E-mail Address: _____

Company Information

Date Founded or Incorporated: _____ Organization Type (Corp/Partnership/etc.): _____
Federal Tax ID Number: _____ State Tax ID Number: _____
Number of Branch Officers: _____ Will Branch Offices Submit Loans? Y / N
(If yes, please submit list of branch offices with licenses and name of contact person and phone number of branch)



Branch Servicing Acknowledgement

In an effort to serve you and your company most effectively, we will be routinely contacting you and your additional branches with updated information. Your account executive will also be the account executive for any and all of your additional branches. Please assist us by providing the contact information of your additional branches below. In the event of future branches being added please contact us as soon as possible. Thank you.

Broker Signature

Date

Additional Branch Offices

___ I have no additional branches at this time.

If you have this information already in a spreadsheet you fax or email it to your account executive.

Be sure to include an additional Sales Personnel List for each branch listing all loan officers with their phone numbers and email addresses.

___ Please contact branch for a list of loan officers and their contact information. (If not included)

DBA, if any: _____
Contact: _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
E-mail: _____
DRE Branch License # _____

DBA, if any: _____
Contact: _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
E-mail: _____
DRE Branch License # _____

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