

BROKER AGREEMENT

This Broker Agreement (the "Agreement") is between AHL Lending, a Florida Corporation and Florida Mortgage Lender and _____ holding license number _____ ("Broker").

RECITALS

The parties wish to establish a nonexclusive relationship whereby Broker will submit prospective loans ("Loans") to AHL 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 AHL on behalf of Borrowers complete Loan packages conforming to the programs, procedures, and fees schedules that AHL periodically shall establish;
 - b. Furnish to AHL all Borrower credit, financial, and other information that AHL shall require;
 - c. Provide such information as AHL may reasonably request to assist AHL in marketing the Loans to secondary market investors ("Investors");
2. Loan Approval. Loan approval shall be at AHL's sole discretion. Broker shall not represent that AHL has approved or will approve any Loan until Broker is so informed by AHL in writing. All Loans shall close in AHL's name or in the name of AHL'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 AHL deducts from the Loan proceeds all of AHL'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, AHL, and Lender and are reasonably related to the market value of the services rendered by Broker in connection with the Loan. Broker acknowledges that AHL 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 AHL and Lender as of (a) the date of this Agreement; (b) the time any loan package is submitted to AHL, 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 AHL shall immediately become the property of AHL, and all information therein may be subject to AHL's independent

verification. Broker warrants that each loan package submitted to AHL 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 AHL, its representatives, Lender, or otherwise.

4.3 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

AHL 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 AHL, where the state requiring loan officers to be licensed and the loan officer originating the loan is not duly licensed in that state.

4.4 High Cost Loans. Broker understands and acknowledges that AHL 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 AHL 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 AHL for any actual losses incurred as a result.

4.5 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 AHL may identify in its product descriptions. Broker understands and acknowledges that AHL may sell closed and funded

Loans to investors in the secondary mortgage market.

4.6 Appraisal Reports. All appraisal reports submitted to AHL 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.

5. 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.

6. 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.

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

Entered into on _____, 2006.

AHL Hard Money "AHL"

By: _____

Its: _____ (title)

"BROKER"

By: _____

Its: _____ (title)

(print name)

Broker Information

(To be completed and signed by all those who wish to become approved with AHL Hard Money)

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: _____

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)

Broker Signature Date