

CFG's Broker Program Information Package



Prospective Broker:

Thank you again for your interest in CFG. It's a pleasure to learn about you, your Company, and the services that you provide to your clients.

Please find attached information about our company, along with an application for financing services. Also included is our standard Broker Agreement. In reviewing our agreement you will see that the commissions have been left blank. While our fees for our Clients are not set in stone, nor are the commissions we are willing to pay our Brokers. We seek those that are hard working, and who are dedicated to providing the best possible financing solution to their clients, to join our Broker Program. Commissions will be based on your ability to provide consistency and continuity to our relationship. If after your review of the attachments you would like to discuss further the potential of our relationship, please give us a call.

Should you have the opportunity to be of assistance to a prospective client seeking commercial financing, we would welcome the opportunity to discuss the specifics of their situation in further detail.

We look forward to speaking with you soon.

Sincerely,

The Commercial Finance Group



Cash-Flow Solutions to Growing Businesses

COMPANY PROFILE

The Commercial Finance Group (CFG) is a privately held corporation founded in 1975, providing financing solutions to small and medium-sized companies. CFG provides both non-recourse factoring as well as accounts receivable financing facilities.

CFG focuses on assisting commercial companies that are unable to qualify for bank financing.

ISSUES ADDRESSED

CFG can assist companies facing the following issues: Start-up companies with limited track records; Rapid growth with constantly increasing capital needs; Minimal or deficit net worth; Tax issues or Personal or business bankruptcy

CFG can assist in transitioning toward traditional financing.

To qualify, clients must:

- Perform B2B transactions
- Have working capital needs of \$20,000 to \$2,000,000
- Able to provide financial information regarding the company.

RATES:

Facility rates, and deal structure are determined by industry and creditworthiness; the length of time the money is outstanding; the amount of funds employed as well as the maintenance involved in the administration and the monitoring the collateral.

TARGET CLIENT

The Commercial Finance Group (CFG) targets companies with annual sales of \$100,000 to \$25,000,000. We aggressively seek clients in most commercial industries (with the exception of Construction, the Legal profession, or those with revenues relating to third party insurance, Medicare or Medicaid).

CFG targets the following:

- Trucking
- Temporary Employment
- Commercial Printing
- Wholesale Distribution
- Auto Parts
- Injection Molding
- Computer Hardware

"The Leader in Cash-flow Solutions to Growing Businesses"

1-800-757-5895

<http://cfgroup.net/>

BROKER AGREEMENT

Broker Name: _____

Address: _____

Soc Sec or Fed Tax I.D. #: _____

IN AS MUCH AS The Commercial Finance Group, hereinafter referred to as "Factor," is desirous of adding new clients to its portfolio; and in as much as the above named Broker, hereinafter referred to as "Broker," is desirous of providing Factor with new business; Factor and Broker agree to the following terms and conditions:

1. Factor will consider each "complete" package submitted by Broker that meets Factor's normal customer profile and business type. A complete package is defined as one containing the information needed by Factor to determine the feasibility of entering into an accounts receivable program with the prospect.

2. Broker will receive from Factor a commission equal to _____% of the actual fee received by the Factor for a period of one year beginning with the date of the first funding if the client is in an area already assigned to one of the Factor's Business Development Representatives and _____% if the client is outside such an area and if the Broker continues to participate in the Broker program. Continued participation is defined as submitting at least one prospect along with a complete financial package to Factor every three months. Packages in excess of one for a three-month period may be carried over to the following three-month period.

3. Commissions are calculated on actual fees charged, and are considered "earned" upon funding. ("Funding" is defined as Factor issuing a check to the client.) All commissions "earned" during a calendar month will be paid on the fifteenth day following the close of the quarter. If client ceases to do business with Factor for any reason, or if client's credit line is rescinded, no further commissions will be due Broker. If Broker and/or Factor terminate this agreement for any reason, Broker will continue to receive commissions as described herein on all fundings from business submitted prior to the termination.

4. Broker will not be eligible for commissions on client with whom Factor (or other brokers of Factor) has already made contact. Broker will give Factor the "EXCLUSIVE" right to review each application submitted, i.e. Broker agrees not to submit an application to a different Factor for concurrent consideration.

5. The relationship between the parties hereto is intended to be, and is to be construed as, that of independent contracting parties only and not that of employment, partnership, joint venture, agency or any other association whatsoever. Broker is responsible for the payment of all taxes related to the commissions. Broker may not take any action or make any representation, which would cause a third party to reasonably believe that Broker is authorized to contract directly or indirectly on the behalf of CFG.

6. This agreement will remain in effect until canceled by either party hereto with 60 days written notice.

Agreed to this _____ day of _____, 20_____, as acknowledged by the signatures below:

Broker Authorization

Authorized Agent Name

The Commercial Finance Group

Representative



APPLICATION TO ENTER INTO A SECURITY AGREEMENT WITH THE COMMERCIAL FINANCE GROUP

1. BUSINESS NAME: _____ 2. DBA: _____

3. ADDRESS: _____ 4. PHONE: _____

5. CITY, STATE, ZIP: _____ 6. FAX: _____

7. PRODUCT OR SERVICE: _____ 8. YEAR ESTABLISHED: _____

9. TYPE OF COMPANY: C-corp S-Corp Partnership LLC Sole Proprietor 9. STATE WHERE FILED: _____

10. IF A CORPORATION, please attach a copy of your Articles of Incorporation. COUNTY: _____

11. IF PROPRIETORSHIP / PARTNERSHIP OR USING A DBA, county Fictitious Business Name Statement filed in? _____

12. PRIMARY / HEADQUARTER OFFICE LOCATION: _____

13. ADDITIONAL OFFICE LOCATIONS: _____

14. PREVIOUS BUSINESS NAMES used in the past 5 years and locations: _____

15. HOW DID YOU FIND US? _____

16. COMPANY OWNERS AND / OR OFFICERS - Personal and residence information:

NAME: _____ Title _____ % Co. Ownership _____ Telephone _____

Address: _____ City, State, Zip _____ Own _____ Rent _____

Driver License # and State: _____ Soc. Sec. #: _____ DOB _____

NAME: _____ Title _____ % Co. Ownership _____ Telephone _____

Address: _____ City, State, Zip _____ Own _____ Rent _____

Driver License # and State: _____ Soc. Sec. #: _____ DOB _____

NAME: _____ Title _____ % Co. Ownership _____ Telephone _____

Address: _____ City, State, Zip _____ Own _____ Rent _____

Driver License # and State: _____ Soc. Sec. #: _____ DOB _____

17. RECEIVABLES: Open: _____ Factored Before: _____ With Whom: _____

18. INSURANCE Inventory: \$ _____ Fixture & Equip. \$ _____ Building \$ _____

19. CUSTOMERS: Approximate No: _____ % Repeat: _____ Terms of Sale: _____ F.O.B. _____

20. SALES VOLUME: Average Monthly: \$ _____ Avg. Mo. Number of Invoices: _____ Avg. Invoice: _____

Average Days A/R Turnover: _____ High Credit Limit Per Individual Customer: _____

21. BANK INFORMATION, Business

Bank or S & L Name: _____ Contact: _____

Account Number: _____ Telephone: _____

22. BANK INFORMATION, Personal, Primary Owner / Officer

Bank or S & L Name: _____ Telephone: _____

Checking Account Number: _____ Savings Acct. Number: _____ Contact: _____



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23. PROFESSIONAL INFORMATION:

Name and phone number of Attorney: _____
Name and phone number of Accountant: _____
Regular Financial Statements prepared: Yes: _____ No: _____ How Often: _____ Last One: _____
Copy of Financial Statement attached (Essential): Yes: _____ No: _____
Customers buying from "Contra" Account position (bartering)? _____

24. TAX NUMBERS AND INFORMATION:

Federal Tax Number: _____ State Tax Number: _____ Local Tax Number: _____
Are any taxes past due? Yes: _____ No: _____ (If so, fill out information below, please)
Federal \$ _____ Agent Name: _____ Telephone: _____
State \$ _____ Agent Name: _____ Telephone: _____

25. PRINCIPAL SUPPLIERS:

Company: _____ Contact: _____ Phone Number: _____
Company: _____ Contact: _____ Phone Number: _____
Company: _____ Contact: _____ Phone Number: _____

26. ASSETS ASSIGNED, PLEDGED, LIENED, OR AS COLLATERAL FOR LOANS:

ACCOUNTS RECEIVABLE: Yes: _____ No: _____ To Whom: _____ Address: _____
City, State, Zip: _____ Telephone: _____
INVENTORY: Yes: _____ No: _____ To Whom: _____ Address: _____
City, State, Zip: _____ Telephone: _____
EQUIPMENT: Yes: _____ No: _____ To Whom: _____ Address: _____
City, State, Zip: _____ Telephone: _____
FIXTURES: Yes: _____ No: _____ To Whom: _____ Address: _____
City, State, Zip: _____ Telephone: _____
OTHER: Yes: _____ No: _____ To Whom: _____ Address: _____
City, State, Zip: _____ Telephone: _____

By executing this application, the undersigned certifies to the following: (1) The information set forth in this application and in the documents, schedules, reports, statements, and/or other information provided to THE COMMERCIAL FINANCE GROUP with or pursuant to this application are full, true, correct, and complete and accurately reflect such information on the date(s) thereof; (2) that THE COMMERCIAL FINANCE GROUP is authorized to request, receive, and verify credit reports and other financial information regarding applicant and its business that THE COMMERCIAL FINANCE GROUP deems necessary and appropriate; and (3) that THE COMMERCIAL FINANCE GROUP is authorized to inquire of, investigate, confirm, and verify any information contained in this application, in any documents, schedules, reports, statements, and/or other information provided under or pursuant to this application, or learned by THE COMMERCIAL FINANCE GROUP as part of its investigation and review of this application, applicant, or applicant's business. Please be aware that an electronic signature is as legally binding as a handwritten signature. A document is considered signed when returned by an electronic form of written communication, i.e.: email.

Dated: _____ Signed: X _____ Title: _____
Dated: _____ Signed: X _____ Title: _____
Dated: _____ Signed: X _____ Title: _____

INFORMATION NEEDED BY THE COMMERCIAL FINANCE GROUP & AFFILIATES TO DETERMINE FEASIBILITY FOR ENTERING INTO ACCOUNTS RECEIVABLE PROGRAM:

1. Application
2. Financial Statement (previous two years) and most recent year to date
 - a. Business
 - b. Personal
3. Federal Tax Return (previous two years)
 - a. Business
 - b. Personal
4. Copy of Articles of Incorporation and/or DBA Filing
5. Account Payable Aging
6. Account Receivable Aging
7. Customer list with name, address, zip code and telephone numbers
8. One copy of completed invoice with backing documentation (Bill of Lading, timesheets, etc)

In order to quickly determine if we can be of service to your firm, we need all of the information requested above, as well as the completed application. If any information requested is not available, please attach a written explanation. All information will be held in strict confidence.