ARF FINANCIAL
Businesses Bank on Us.

REFERRAL PARTNER AGREEMENT

ARF Financial, LLC ◆
1300 Concord Terrace, Suite 310, Sunrise, FL 33323
Toll Free Phone: 866-702-4430 ◆ Toll Free Fax: 866-702-4431
Email: referral@arffinancial.com

This Referral Partner Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by and between ARF Financial, LLC, a California limited liability company ("ARF") and the referral partner ("RP") whose address and contact information is as follows:

If an individual:	
Name ("RP"):	
Social Security Number:	
Street Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
Cell Phone Number:	
Email Address:	

If a company:	
Contact Name:	
Company Name ("RP"):	
Federal Tax ID #:	
Company Street Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
Contact Cell Phone Number:	
Contact Email Address:	
RP Banking Information for Payments:	
Name On Account:	
Bank Name:	
ABA Routing Number (ACH):	
Account Number:	

and is made with reference to the following recitals.

A. ARF is in the business of making loans and providing banks and lending institutions ("Lender(s)") with marketing and loan servicing services throughout the United States ("Lending Services") to restaurant merchants and other retail business owners ("Merchants"). Loans either originated by ARF or by Lenders through ARF's Lending Services are collectively referred to herein as "Loans."

B. RP is in the business of marketing products and services to Merchants and/or has customer relationships with Merchants that are prospective borrowers of ARF or its Lenders, which RP desires to refer to ARF through _____ the designated ARF Sales Representative ("ARF Rep").

C. RP and ARF desire to have RP market and promote Loans and to serve as a referral source of prospective customers for Loans through the ARF Rep.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ARF and RP hereby agree as follows:

1. Marketing of Loans; Lending Services; Referral's To ARF Rep. RP agrees to work with ARF Rep in promoting and marketing Loans to be made by either ARF or Lenders through ARF's Lending Services. Such promotion and marketing shall consist of informing the prospective Merchant of the availability of Loans. In connection therewith, RP may provide to Merchant any brochures or advertising material which ARF has provided to RP for such purpose. If a prospective Merchant indicates interest in a Loan and Loan products (i.e. it has a need for funding within 90 days) and requests that it be contacted by ARF Rep, RP agrees to provide to ARF the name, address, email address and phone number of the prospective borrower Merchant on the referral form provided to RP by ARF for such purpose. RP shall not make any representations to the prospective borrower Merchant as to the likelihood of approval for a Loan, the amount of financing or any prospective loan rates or terms other than as approved by ARF in writing. RP shall not accept or take any application for a Loan from such prospective Merchant borrower or any other information for such purpose from the prospective Merchant borrower other than the contact information as referenced herein. RP has no authority to bind ARF or any Lender in connection with its marketing and promotion services contemplated herein.

2. ARF Sales Contact; Underwriting Process. After receipt by ARF of RP's completed referral form, the ARF Rep shall promptly make a sales call to the prospective Merchant borrower. The ARF Rep will make follow up calls as it deems appropriate within its customary practice and will use commercially reasonable and diligent efforts to assist the Merchant through the loan application and underwriting process of the Lender. If ARF is able to obtain a loan application from the Merchant, there is no guarantee that the Merchant will be approved for a Loan by ARF or the Lender, or otherwise complete the underwriting and loan closing process. ARF shall have the right in its sole discretion to identify an alternate ARF Rep to work with RP on referrals during the term of this Agreement.

3. Referral Fee. Subject to the disqualification provisions set forth below and as provided in this paragraph, if a Loan to a Merchant is completed within 120 calendar days of RP's referral of such Merchant to the ARF Rep: (i) For fully amortizing Loans with initial terms of 52 weeks or longer or for non-fully amortizing loans (i.e. flex pay loans) with an initial term of 52 weeks or longer, ARF agrees to pay to RP a fee in the amount of three percent (3%) of the principal amount of the Loan, (ii) For fully amortizing or non-fully amortizing loans that have an initial term of less than 52 Weeks, ARF agrees to pay a pro rated portion of the referral fee [i.e. a 39 Week Flex Pay Loan or a 39 Week Term Loan will earn a prorated referral fee of 2.25% (39/52 x 3%)], provided, however, for any loan (fully amortizing or non-fully amortizing) that has an initial term of less than 39 weeks, no referral fee shall be due to RP. The referral fee will be paid (i) based upon the principal amount of the initial advance and (ii) the "cash out" portion of all additional advances, including line of credit draws, renewals, or re-financings that are made to the referred Merchant for a period of three (3) years from the date of the initial Loan advance (hereinafter "Residual Fees"). No Residual Fees shall be due after three (3) years from the date of the initial Advance to the referred Merchant. The Residual Fees shall be subject to the same qualification requirements as those that apply to Referral Fees as set forth herein and in Section 5 below. The Referral Fee or the Residual Fee shall be paid based upon the Loan Amount for a New Loan or "cash out" portion of an Additional Advance, Renewal or Refinancing made to an "Affiliated Borrowing Group." "Affiliated Borrowing Group" means all loans to any group of borrowing entities that share common ownership or guarantors. Notwithstanding the above, the Referral Fee or Residual Fee per Loan or Additional Advance (or cash out portion of a renewal or refinance) shall be capped and shall not exceed $12,000 for the aggregate loans or advances made to an Affiliated Borrowing Group funded at that time or within 90 days of the first advance or loan to any entity that is part of the Affiliated Borrowing Group; [e.g. if a loan is funded for $300,000 to a borrowing entity and the Referral Partner earns a 3% Referral Fee (3% of $300,000, or $9,000) for such loan, if an additional $200,000 loan is funded to another borrowing entity that is part of the Affiliated Borrowing Group of the first borrowing entity within 90 days of the first Loan, the additional Referral Fee due shall be $3,000 (3% of $200,000 or $6,000 will be capped at $3,000 due to the aggregate cap of $12,000 for the Affiliated Borrowing Group ($9,000 for the first Loan plus $3,000 for the second Loan)]. The $12,000 cap on Referral Fees or Residual Fees to an Affiliated Borrowing Group shall reset 90 days after the first Loan to such Affiliated Borrowing Group and the RP shall be eligible to earn a Referral Fee or Residual Fee from a new Loan, Additional Advance, Renewal or Refinance from the same Affiliated Borrowing Group so long as the Loan meets the qualification requirements of this Agreement, but subject to a new aggregate cap of $12,000 with a new 90 day period commencing on the date of the first New Loan, Additional Advance, Renewal or Refinance made to an Affiliated Borrowing Group after the expiration of the prior cap as set forth herein. ARF reserves the right to waive the fee cap in any instance in its sole and complete discretion. The fee shall be paid to RP within fifteen (15) calendar days of the month following the month in which the Loan (or additional advance, renewal or refinancing) closing occurs. If RP has provided banking information for ACH payment, payment shall be made by ACH credit to the RP's bank account. If no bank information has been provided, then payment shall be made by regular U.S. mail by corporate check. A completed Loan or Advance shall be a Loan which has been approved by either ARF or the Lender on such terms and conditions, including amount, as ARF or the Lender shall approve in either ARF or the Lender's sole and complete discretion, all Loan documentation shall have been completed to Lender's and/or ARF's satisfaction and executed by either ARF or the Lender and the Merchant and the Loan shall have been funded to the Merchant. No Lender shall have any liability to RP for any payment or compensation due hereunder and RP shall look solely to ARF for such payment. ARF may modify the terms of the referral compensation upon written notice to RP which modification shall be effective immediately for all referrals made after the date of such notification.

4. Volume Incentive. For each calendar quarter that the volume of aggregate Loans and Advances (cash out portion only) made to all referred Merchants from RP exceeds, Five Hundred Thousand Dollars ($500,000) ("Volume Threshold) the RP Referral Fee shall be increased to five (5%) ("Volume Incentive"), commencing with the first Loan or Advance made after the Volume Threshold is achieved. For example, if RP has an aggregate of $400,000 of "fundings" on November 1 and a Loan is completed for an additional $150,000 on December 1 of that same calendar quarter (for an aggregate funding for such calendar

quarter of $550,000), then all Loans or Advances made after the December 1 Loan until December 31 of the calendar quarter shall be compensated at the Volume Incentive rate (5%); provided, however, such Referral Fees shall be subject to the same qualification rules as provided in Section 5 below and "proration" on the same basis as set forth in Section 3 above for Flex Pay Loans, [i.e. a 39 Week Flex Pay Loan or a 39 Week Term Loan will earn a prorated referral fee of 3.75% (39/52 x 5%)], provided, however, for any loan (fully amortizing or non-fully amortizing) that has an initial term of less than 39 weeks, no referral fee shall be due to RP. The Volume Threshold resets to zero on the first day of each calendar quarter and must be achieved in each calendar quarter in order for the Volume Incentive to apply.

5. Qualification for Referral Compensation and Exclusions. In order for a Loan transaction to qualify for a referral fee or residual fee or to be counted towards any Volume Incentive, the referral must meet the following requirements: (i) the referred prospective borrower or Affiliated Borrower Group, including any guarantors cannot be a current customer of ARF or its Lenders or have been a customer of ARF or its Lenders within the 36 month period prior to the referral, (ii) the prospective borrower or Affiliated Borrower Group or any of its guarantors, cannot have submitted a UMCA (credit application) to ARF or been referred to ARF within the previous 12 months through any other source, and (iii) RP shall have entered into this Referral Partner Agreement which has been countersigned by an authorized representative of ARF. In the event that the referral does not meet such criteria, RP shall be promptly notified by ARF, that the referral does not qualify and the reasons therefore. In addition, no fee shall be paid or earned or credit given to any Volume Incentive if any of the following conditions exist by the 15th day of the month following the funding of the Loan: (i) the Merchant misses any payment or an event of default occurs under the Merchant Agreement; (ii) the Merchant places a stop payment or revokes authorization on its automatic debit authorization; (iii) the Merchant's bank account becomes frozen (iv) the Merchant closes their bank account; (v) the Merchant requests a Workout; (vi) the Merchant pays off the Loan or indicates its intention to pay off the Loan by requesting an Early Payoff; (vii) the Merchant has a history of delinquent loan payments; or (viii) there is any change of ownership of the Merchant or Borrowing Entity. In order for RP to qualify for compensation under this Agreement, neither RP or any of its employees, officers or agents (a) shall be related, by blood or marriage to the ARF Rep or any current ARF employee, (b) shall have engaged in or have been accused of fraud, misrepresentation, dishonesty or deceptive practices in any civil or criminal case or proceeding or it otherwise becomes known to ARF that RP has engaged in such practices, and (c) RP shall otherwise be in compliance with its obligations, representations and warranties contained in this Agreement. RP shall not charge or accept any fee or other form of compensation from a Merchant in connection with the referral by RP of such Merchant to ARF. RP warrants and represents that its sole and exclusive form of compensation shall be limited to the referral fee paid by ARF as contemplated herein. RP further represents and warrants that it was the sole source of the referral and that there shall be no compensation or fee sharing or other financial or business relationship between RP and the ARF Rep, it being agreed and understood that any such collusive actions or any breach of any obligation, warranty or representation shall violate the terms of this Referral Partner Agreement and void any obligation on behalf of ARF to pay compensation and ARF shall have the right to recoup any referral fees paid to RP in connection with such collusive conduct or breach. RP shall hold ARF harmless for any claim for compensation or fee payable to any employee, independent contractor or third party which RP has dealt with in connection with the referral of the Merchant. Prior to payment of the referral fee, ARF shall audit the referral transaction to determine that the terms of compensation have been satisfied.

6. Accounting. The payment of the fee shall be made by ACH debit to the RP account based upon the information provided by the RP in this Agreement, unless another method of payment is agreed to by ARF and RP in writing. RP agrees that the nature of its services and fee compensation hereunder is that of an independent contractor and not as an employee. ARF shall provide to RP a monthly report of Loans and Advances made from RP referrals which will include the pertinent merchant loan information and the aggregate volume per calendar quarter, but ARF shall not provide any reporting if there are no Loans that have been funded and are outstanding from RP referrals.

7. Term. The term of this Agreement shall be for a period of one (1) year, commencing with the Effective Date set forth above and shall extend automatically for successive one (1) year terms unless either party has provided written notice of its election not to extend the term of this Agreement prior to the effective date of such automatic extensions, This Agreement may be terminated by not less than thirty (30) calendar days prior written notice given by any party. The fees payable hereunder shall also be payable by ARF to RP for all referrals received by ARF from RP prior to the termination of this Agreement for all completed Loans within one hundred twenty (120) calendar days from the date of the referral as provided above and for Residual Fees for a period of three (3) years from the date of the initial Loan advance to a Merchant as provided herein.

8. Jurisdiction. This Agreement is deemed to be entered into in the State of Florida and governed by the laws of the State of Florida. RP consents to the jurisdiction of the courts of the County of Broward or Dade, State of Florida or the federal courts of district in which ARF's principal office is located in Florida for the resolution of any or all disputes or claims arising out of and/or related to this Agreement.

9. Contact Information. RP agrees to notify ARF of any changes in its contact information. RP hereby authorizes and consents to being contacted by mobile phone, text or email by ARF or its representatives at the RP's contact information as provided above or hereinafter provided by RP.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into in Sunrise, Florida, as of the date set forth above.

ARF Financial, LLC

By:_____

Its: _____

"RP"

Signature:_____
PrintName:_____
Title:_____