EXHIBIT C

ASSIGNMENT
(Brooke Insurance Loans)

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned does hereby transfer, assign and otherwise convey unto Brooke Agency Services Company LLC ("BASC"), without recourse, all right, title, interest and obligations of the undersigned in and to: (i) the related Brooke Insurance Franchise Agreements executed by individuals and entities that are Borrowers of Brooke Insurance Loans listed in the Schedule of Loans; (ii) the files and records related to each Brooke Insurance Franchise Agreement and the agency operations conducted pursuant to each Brooke Insurance Franchise Agreement; (iii) the Brooke Insurance Receipts Trust Agreements and related Receipts Trust Accounts and all funds on deposit from time to time in the Receipts Trust Accounts associated with the Brooke Insurance Franchise Agreements, and all investments and proceeds thereof (including, without limitation, all income therein); (iv) the Collateral Preservation Agreements associated with the Brooke Insurance Loans listed in the Schedule of Loans; and (v) the proceeds of any and all of the foregoing.

The foregoing sale constitutes and is intended to result in an assumption by BASC of any and all obligations of the undersigned pursuant to such Brooke Insurance Franchise Agreements, Brooke Insurance Receipts Trust Agreements and Collateral Preservation Agreements.

The undersigned represents and warrants that it is the sole and rightful owner of the rights, title and interest pursuant to the Brooke Insurance Franchise Agreements, the Brooke Insurance Receipts Trust Agreements and the Collateral Preservation Agreements, that it may assign such rights, title, interest and obligations to BASC, and that it has taken all action necessary to effect such assignment.

Capitalized terms used herein and not otherwise defined have the meanings assigned to them in that certain Master Agent Security Agreement dated July 1, 2006 between BASC, as Master Agent, and The Bank of New York, as Master Agent Trustee.

This Assignment shall be governed by and construed in accordance with the laws of the State of Kansas.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of July 31, 2006.

BROOKE FRANCHISE CORPORATION

By: Shawn T. Lowry
Title: President

Brooke Agency Services Company LLC accepts the rights, title, interest and obligations described above.

BROOKE AGENCY SERVICES COMPANY LLC

By: Shawn T. Lowry
Title: President

EXHIBIT D

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Security Agreement") is made as of the 19th day of June, 2008, by Brooke Agency Services Company LLC, a Delaware limited liability company (the "Pledgor"), in favor of Autobahn Funding Company LLC, as Lender (the "Lender"), and DZ Bank AG Deutsche Zentral-Genossenschaftsbank, as Agent (the "Agent"), in connection with that certain Amended and Restated Credit and Security Agreement, dated as of August 29, 2006, by and among Brooke Credit Funding, LLC, a Delaware limited liability company, as Borrower (the "Borrower"), Aleritas Capital Corp., a Delaware corporation (f/k/a Brooke Credit Corporation) ("Brooke Credit"), as Seller and Subservicer, Brooke Corporation, a Kansas corporation, as Master Agent Servicer and Performance Guarantor (the "Parent"), the Lender and the Agent. Such Amended and Restated Credit and Security Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, is hereinafter referred to as the "Credit and Security Agreement".

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Credit and Security Agreement. All terms defined in Article 9 of the UCC in the State of New York as in effect on the date hereof, and not specifically defined herein or in the Credit and Security Agreement, are used herein as defined in such Article 9. In addition, the following terms have the following meanings (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Brooke Obligations" means all present and future indebtedness and other liabilities and obligations (howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due) of Brooke Credit and/or the Parent to the Lender, the Agent and/or any other Secured Party, arising under or in connection with the Performance Guaranty, the Sale and Servicing Agreement, the Credit and Security Agreement or any other Related Document or the transactions contemplated hereby or thereby and shall include, without limitation, all liability for costs, expenses, indemnifications, repurchase obligations and all other amounts due or to become due from Brooke Credit or the Parent under the Related Documents, including, without limitation, interest, fees and other obligations that accrue after the commencement of a bankruptcy, insolvency or similar proceeding (in each case whether or not allowed as a claim in such proceeding).

"Collateral" has the meaning specified in Section 2.

2. Security Agreement. (i) To secure the payment and performance of the Brooke Obligations and the payment and performance by the Pledgor of all of the covenants and obligations to be paid or performed by it pursuant to this Security Agreement and each other Related Document, the Pledgor hereby grants to the Agent, on behalf of the Secured Parties (and their respective successors and assigns), a security interest in all of the Pledgor's right, title and interest in and to all of the following property and interests in property (collectively, the

"Collateral"), in each case whether tangible or intangible and whether now owned or existing or hereafter arising or acquired and wheresoever located:

(a) all right, title and interest of the Pledgor in, to and under all Brooke Franchise Agreements now or hereafter existing, including, without limitation, all moneys due and to become due under or in connection with any such Brooke Franchise Agreement (whether in respect of Sales Commissions, fees, expenses, indemnities or otherwise);

(b) all other accounts, equipment, inventory, general intangibles, payment intangibles, instruments, investment property, documents, chattel paper, goods, moneys, letters of credit, letter of credit rights, certificates of deposit, deposit accounts and all other property and interests in property of the Pledgor, whether tangible or intangible, whether real property or personal property and whether now owned or existing or hereafter arising or acquired and wheresoever located; and

(c) all proceeds of the foregoing property described in clauses (a) and (b) above, including, without limitation, proceeds which constitute property of the type described in clauses (a) and (b) above and, to the extent not otherwise included, all (i) payments under any insurance policy (whether or not the Agent or the Lender is the loss payee thereof), indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing and (ii) interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for or on account of the sale or other disposition of any or all of the then existing Collateral;

provided that, to the extent the Pledgor is required to remit the proceeds of any Sales Commissions to The Bank of New York, as trustee under any Term Securitization entered into by the Pledgor prior to the date hereof (The Bank of New York in such capacity being the "Trustee") pursuant to a security agreement in effect on the date hereof (a "Term Securitization Security Agreement"), the Agent's security interest in such proceeds shall be subject and subordinate to the Trustee's security interest for so long as the Trustee's security interest therein remains in effect and such proceeds have not been released to the Pledgor or any of its Affiliates.

(ii) Upon the occurrence of an Event of Default or a default in respect of any obligation of the Pledgor to be performed by it pursuant to this Security Agreement or any other Related Document, the Agent shall have, in addition to all other rights and remedies under this Security Agreement or otherwise, all other rights and remedies provided to a secured party under the UCC of the applicable jurisdiction and other applicable laws, which rights shall be cumulative. The rights and remedies of a secured party which may be exercised by the Agent shall include, without limitation, the right, without notice except as specified below, to solicit and accept bids for and sell the Collateral or any part thereof in one or more parcels at a public or private sale, at any exchange, broker's board or at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. The Pledgor agrees that, to the extent notice of sale shall be required by law, 10 days' notice to the Pledgor of the time and place of any public sale or the time after

which any private sale is to be made shall constitute reasonable notification and that it shall be commercially reasonable for the Agent to sell the Collateral on an "as is" basis, without representation or warranty of any kind. The Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given and may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(iii) Notwithstanding anything herein to the contrary, the proceeds of the Collateral remitted to the Agent and applied to satisfy the Brooke Obligations shall not exceed $25,000,000.

3. Obligations Unconditional. The Pledgor hereby agrees that its obligations under this Security Agreement shall be unconditional, irrespective of:

(i) the validity, enforceability, avoidance or subordination of any of the Brooke Obligations or any of the Related Documents;

(ii) the absence of any attempt by, or on behalf of, the Lender or the Agent to collect, or to take any other action to enforce, all or any part of the Brooke Obligations whether from or against Brooke Credit or the Parent, any other guarantor of the Brooke Obligations or any other party;

(iii) the election of any remedy by, or on behalf of, the Lender or the Agent with respect to all or any part of the Brooke Obligations;

(iv) the waiver, amendment, consent, extension, forbearance or granting of any indulgence by, or on behalf of, the Lender or the Agent with respect to any provision of any of the Related Documents;

(v) the failure of the Lender or the Agent to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for the Brooke Obligations or any rights as against any other guarantor of the Brooke Obligations or any release of any collateral security for or release of any other guarantor in respect of the Brooke Obligations;

(vi) the election by, or on behalf of, the Lender or the Agent, in any proceeding instituted under Chapter 11 of Title 11 of the United States Code (11 U.S.C. 101 et seq.) (the "Bankruptcy Code"), of the application of Section 1111(b)(2) of the Bankruptcy Code;

(vii) any borrowing or grant of a security interest by Brooke Credit or the Parent, as a debtor-in-possession, under Section 364 of the Bankruptcy Code;

(viii) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of the claims of the Lender or the Agent for repayment of all or any part of the Brooke Obligations, including any amount due hereunder; or

(ix) any actual or alleged fraud by any party (other than the Lender or the Agent); or

(x) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of Brooke Credit, the Parent or a guarantor (other than the defense of payment or performance).

4. Pledgor Representations and Warranties. The Pledgor represents and warrants as follows:

(i) Corporate Existence and Power. The Pledgor is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and has all necessary powers and all governmental licenses, authorizations, consents and approvals required to carry on its business in each jurisdiction in which the nature of its business requires such authorization, except for any such governmental license, authorization, consent or approval the absence of which would not be reasonably likely to have a Material Adverse Effect.

(ii) No Conflict. The execution, delivery and performance by the Pledgor of this Security Agreement and each other Related Document to which it is a party are within the powers granted by the Pledgor's organizational documents, have been duly authorized by all necessary action, do not contravene or violate (i) its organizational documents, (ii) any law, rule or regulation applicable to it in any material respect, (iii) any restrictions under any material agreement, contract or instrument to which it is a party or by which it or any of its property is bound, or (iv) any order, writ, judgment, award, injunction or decree binding on or affecting it or its property, and do not result in the creation or imposition of any Adverse Claim on assets of the Pledgor. This Security Agreement and each other Related Document to which the Pledgor is named as a party has been duly authorized, executed and delivered by the Pledgor.

(iii) Governmental Authorization. Other than the filing of the financing statements required hereunder, no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required for the due execution, delivery and performance by the Pledgor of the Related Documents to which it is a party. No injunction, writ, restraining order or other order of any nature adversely affects the Pledgor's performance of its obligations under this Security Agreement or any other Related Document to which it is a party.

(iv) Binding Effect. The Related Documents to which the Pledgor is a party constitute its legal, valid and binding obligations enforceable against the Pledgor in accordance with their respective terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws relating to or limiting creditors' rights generally.

(v) Accuracy of Information. All information heretofore furnished by the Pledgor or any of its Affiliates to the Agent in writing for purposes of or in connection with this Security Agreement, any of the other Related Documents or any transaction contemplated hereby or thereby is, and all such information hereafter furnished by the Pledgor or any of its Affiliates to the Agent in writing will be, true and accurate in all material respects, on the date as of which such information is stated or certified and does not and will not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein, taken as a whole and in context, not misleading.

(vi) Actions, Suits. There are no actions, suits or proceedings pending or, to its knowledge, threatened against or adversely affecting the Pledgor or any of its properties, in or before any court, arbitrator or other body, which, if adversely determined, would be reasonably likely to have a Material Adverse Effect. The Pledgor is not in default with respect to any order of any court, arbitrator or governmental body.

(vii) Security Interest. This Agreement, together with the financing statements filed on or prior to the date hereof, is effective to create a valid and perfected first priority security interest (subject only to the security interests granted under the Term Securitization Security Agreements entered into by the Pledgor prior to the date hereof) in (i) all Brooke Franchise Agreements in which the Pledgor has acquired or may hereafter acquire an interest and (ii) all other Collateral now existing or hereafter arising or acquired.

(viii) Not an Investment Company. The Pledgor is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended from time to time, or any successor statute.

(ix) Taxes. The Pledgor has paid when due all taxes payable by it other than those taxes which are being contested in good faith and by proper proceedings and as to which appropriate reserves are being maintained in accordance with GAAP. The Pledgor has filed (on a consolidated basis or otherwise) on a timely basis all tax returns (including, without limitation, all foreign, federal, state, local and other tax returns) required to be filed and is not liable for taxes payable by any other Person. No tax lien or similar adverse claim has been filed, and no claim is being asserted, with respect to any such tax, assessment or other governmental charge.

(x) Places of Business; Jurisdiction of Incorporation. The principal places of business and chief executive office of the Pledgor and the offices where the Pledgor keeps all its Records are located at the address(es) listed on Exhibit I hereto. The Federal Employer Identification Number for the Pledgor is correctly set forth on Exhibit I hereto. The Pledgor's sole jurisdiction of incorporation is the State of Delaware.

(xi) Names. In the past five years, the Pledgor has not used any legal names, trade names or assumed names other than Brooke Agency Services Company LLC and has not engaged in any merger or consolidation, except as set forth on Exhibit I hereto.

(xii) Solvency. The Pledgor is solvent and will not become insolvent after giving effect to the transactions contemplated hereby; the Pledgor is paying its debts as they become due; and the Pledgor, after giving effect to the transactions contemplated hereby, will have adequate capital to conduct its business.

(xiii) ERISA. The Pledgor is in compliance in all material respects with ERISA and has not incurred and does not expect to incur any liabilities to the Pension Benefit Security Agreement Corporation (or any successor thereto) under ERISA.

5. Affirmative Covenants of the Pledgor. Until the Final Payout Date, the Pledgor agrees that it will perform and observe its covenants and agreements set forth in this Section 5.

(i) Reporting. The Pledgor will maintain a system of accounting established and administered in accordance with GAAP, and will furnish to the Agent:

(a) Annual Financial Reporting. Within 120 days after the close of each of its fiscal years, financial statements for the Pledgor and its consolidated Subsidiaries for such fiscal year prepared in accordance with GAAP and certified in a manner acceptable to the Agent by independent public accountants acceptable to the Agent.

(b) Quarterly Reporting. Within 45 days after the close of each of the quarterly periods of each of its fiscal years, balance sheets for the Pledgor and its consolidated Subsidiaries as at the close of each such period and statements of income and retained earnings and a statement of cash flows for the Pledgor and its consolidated Subsidiaries for the period from the beginning of such fiscal year to the end of such quarter, all prepared in accordance with GAAP (subject to normal year-end adjustments and without footnotes) and certified by the Pledgor's chief financial officer.

(c) S.E.C. Filings. Promptly upon the filing thereof, copies of all registration statements and annual, quarterly, monthly or other regular reports which the Pledgor or any of their respective Affiliates files with the Securities and Exchange Commission if any of such Persons shall have a class of security that is publicly traded.

(d) Other Information. Such other information (including non-financial information) as the Agent or the Lender may from time to time reasonably request.

(ii) Notices. The Pledgor will notify the Agent in writing of any of the following within one Business Day of learning of the occurrence thereof, describing the same and, if applicable, the steps being taken with respect thereto:

(a) Judgment. The entry of any judgment or decree against the Pledgor or any of its Affiliates.

(b) Litigation. The institution of any litigation, arbitration proceeding or governmental proceeding against the Pledgor or any of its Subsidiaries or to which the Pledgor or any of its Affiliates becomes a party if such litigation, arbitration proceeding or governmental proceeding, if adversely determined against the Pledgor or any of its Affiliates, would be reasonably likely to have a Material Adverse Effect.

(iii) Compliance with Laws. The Pledgor will comply in all material respects with all applicable laws, rules, regulations, orders writs, judgments, injunctions, decrees or awards to which it may be subject.

(iv) Information; Compliance Reviews. The Pledgor will furnish to the Agent from time to time such information with respect to it and its Affiliates as the Agent may reasonably request. The Pledgor shall, from time to time during regular business hours as requested by the Pledgor or the Agent permit the Agent, or any of their respective agents or representatives, at the Pledgor's expense, (i) to examine and make copies of and abstracts from

all Records in the possession or under the control of the Pledgor relating to the Brooke Franchise Agreements and the other Collateral and (ii) to visit the offices and properties of the Pledgor and its Affiliates for the purpose of examining such materials described in clause (i) above, and to discuss matters relating to the Pledgor's financial condition or the Collateral or the Pledgor's performance under the Brooke Franchise Agreements to which it is a party with any of the officers or employees of the Pledgor or such Affiliates having knowledge of such matters.

(v) Taxes. The Pledgor will pay when due any taxes payable by it other than those taxes which are being contested in good faith and by proper proceedings and as to which appropriate reserves are being maintained in accordance with GAAP.

(vi) Maintenance and Perfection of Collateral. The Pledgor will cause the Agent to have a first priority perfected security interest in all Collateral (subject only to the security interests granted under the Term Securitization Security Agreements entered into by the Pledgor prior to the date hereof). To the extent the Pledgor has or acquires any real property or interest therein, the Pledgor shall promptly notify the Agent thereof in writing and will furnish to the Agent all information that the Agent may reasonably request with respect thereto. If so requested by the Agent, the Pledgor will take all actions necessary or desirable, or that the Agent may reasonably request, in order to ensure that the Agent has a first priority perfected lien on all such real property and interests in real property, including, without limitation, the execution and delivery of appropriate mortgages, deeds of trust or other similar instruments as appropriate under the laws of the relevant jurisdiction where the real property is located.

6. Negative Covenants of Pledgor. Until the Final Payout Date, the Pledgor agrees that it will perform and observe its covenants and agreements set forth in this Section 6.

(i) Name Change, Offices, Records and Books of Accounts. The Pledgor will not change its name, identity or corporate structure or relocate its chief executive office or jurisdiction of organization or any office where Records are kept unless it shall have: (i) given the Agent at least 30 days prior notice thereof and (ii) delivered to the Agent all financing statements, instruments and other documents requested by the Agent in connection with such change or relocation. The Pledgor will not change its jurisdiction of organization to a jurisdiction other than the State of Delaware.

(ii) Merger. The Pledgor shall not merge or consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions, and except as otherwise contemplated herein) all or any material part of its assets (whether now owned or hereafter acquired) to, or acquire all or any material part of the assets of, any Person, or permit of any its Subsidiaries to do any of the foregoing, except as contemplated by the Related Documents.

(iii) Sales, Liens, Etc. The Pledgor shall not sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, or create or suffer to exist any Adverse Claim upon (including, without limitation, the filing of any financing statement) or with respect to, any Collateral, or assign any right to receive income in respect thereof other than, in each case, the creation of the interests therein in favor of the Borrower, the Agent and the Secured Parties provided for in the Related Documents, and the Pledgor shall defend the

right, title and interest of the Agent and the Secured Parties in, to and under the Collateral, against all claims of third parties claiming through or under the Pledgor.

(iv) Term Securitization Security Agreements. The Pledgor will not amend or otherwise modify any Term Securitization Security Agreement, and will not enter into any new Term Securitization Security Agreements.

7. Enforcement; Application of Payments. Upon the occurrence of an Event of Default, the Agent may proceed directly and at once, without notice, against the Pledgor to obtain performance of and to collect and recover the full amount, or any portion, of the Brooke Obligations, without first proceeding against Brooke Credit or the Parent, any other guarantor or any other party, or against any security or collateral for the Brooke Obligations. Subject only to the terms and provisions of the Credit and Security Agreement, the Agent shall have the exclusive right to determine the application of payments and credits, if any, from the Pledgor, Brooke Credit, the Parent or any other guarantor or from any other party on account of the Brooke Obligations or any other liability of the Pledgor to the Secured Parties.

8. Waivers. (i) The Pledgor hereby waives diligence, presentment, demand of payment; filing of claims with a court in the event of receivership or bankruptcy of Brooke Credit or the Parent, protest or notice with respect to the Brooke Obligations, all setoffs and counterclaims and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor and notices of acceptance of this Security Agreement, the benefits of all statutes of limitation, and all other demands whatsoever (and shall not require that the same be made on Brooke Credit or the Parent as a condition precedent to the Pledgor's obligations hereunder), and covenants that this Security Agreement will not be discharged, except by complete payment (in cash) of the Brooke Obligations. The Pledgor further waives all notices of the existence, creation or incurring of new or additional Brooke Obligations arising from the transactions contemplated by the Related Documents, and also waives all notices that the principal amount, or any portion thereof, and/or any interest on any instrument or document evidencing all or any part of the Brooke Obligations is due, notices of any and all proceedings to collect from the maker, any endorser or any other guarantor of all or any part of the Brooke Obligations, or from any other party, and, to the extent permitted by law, notices of exchange, sale, surrender or other handling of any security or collateral given to the Agent to secure payment of all or any part of the Brooke Obligations.

(ii) The Agent is hereby authorized, without notice or demand and without affecting the liability of the Pledgor hereunder, from time to time, (a) with the agreement of Brooke Credit or the Parent (if such agreement is required), to renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to, all or any part of the Brooke Obligations, or to otherwise modify, amend or change the terms of any of the Related Documents; (b) to accept partial payments on all or any part of the Brooke Obligations; (c) to take and hold security or collateral for the payment of all or any part of the Brooke Obligations, this Security Agreement, or any other guaranties of all or any part of the Brooke Obligations or other liabilities of Brooke Credit or the Parent, (d) to exchange, enforce, waive and release any such security or collateral; (e) to apply such security or collateral and direct the order or manner of sale thereof as in its discretion it may determine; and (f) to settle, release, exchange, enforce, waive, compromise or collect or otherwise liquidate all or any part of the Brooke Obligations,

this Security Agreement, any other guaranty of all or any part of the Brooke Obligations, and any security or collateral for the Brooke Obligations or for any such guaranty. Any of the foregoing may be done in any manner, without affecting or impairing the obligations of the Pledgor hereunder.

9. Setoff. At any time after all or any part of the Brooke Obligations have become due and payable (by acceleration or otherwise), the Agent may setoff and apply toward the payment of all or any part of the Brooke Obligations any moneys, credits or other property belonging to the Pledgor, at any time held by or coming into the possession of the Agent or its affiliates.

10. Financial Information. The Pledgor hereby assumes responsibility for keeping itself informed of the financial condition of Brooke Credit and the Parent and any and all endorsers and/or other guarantors of all or any part of the Brooke Obligations, and of all other circumstances bearing upon the risk of nonpayment of the Brooke Obligations, or any part thereof, that diligent inquiry would reveal, and the Pledgor hereby agrees that neither the Lender nor the Agent shall have any duty to advise the Pledgor of information known to it regarding such condition or any such circumstances. In the event either the Lender or the Agent, in its sole discretion, undertakes at any time or from time to time to provide any such information to the Pledgor, neither the Lender nor the Agent shall be under any obligation (i) to undertake any investigation not a part of its regular business routine, (ii) to disclose any information which the Lender or the Agent, pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (iii) to make any other or future disclosures of such information or any other information to the Pledgor.

11. No Marshalling; Reinstatement. The Pledgor consents and agrees that none of the Lender, the Agent nor any party acting for or on behalf of the Lender or the Agent shall be under any obligation to marshall any assets in favor of the Pledgor or against or in payment of any or all of the Brooke Obligations. The Pledgor further agrees that, to the extent that Brooke Credit, the Parent, the Pledgor or any other guarantor of all or any part of the Brooke Obligations makes a payment or payments to the Agent, or the Agent receives any proceeds of Collateral for the Brooke Obligations, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to Brooke Credit, the Parent, the Pledgor, such other guarantor or any other party, or their respective estates, trustees, receivers or any other party, including, without limitation, the Pledgor, under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, the part of the Brooke Obligations which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the time immediately preceding such initial payment, reduction or satisfaction.

12. Subrogation. Until the Brooke Obligations have been paid in full, the Pledgor (i) shall have no right of subrogation with respect to such Brooke Obligations and (ii) waives any right to enforce any remedy which the Lender or the Agent now has or may hereafter have against Brooke Credit, the Parent, any endorser or any guarantor of all or any part of the Brooke Obligations or any other party, and the Pledgor waives any benefit of, and any right to participate in, any security or collateral given to the Agent to secure the payment or performance

of all or any part of the Brooke Obligations or any other liability of Brooke Credit or the Parent to the Lender or the Agent.

13. Subordination. (i) The Pledgor agrees that any and all claims of the Pledgor against Brooke Credit or the Parent, any endorser or any other guarantor of all or any part of the Brooke Obligations, or against any of their respective properties (collectively, the "Subordinated Indebtedness"), shall be subordinate and subject in right of payment to the prior payment, in full and in cash, of all Brooke Obligations; provided, however, that prior to the occurrence of any Event of Default, the Pledgor shall have the right to ask, demand, sue for, take or receive any payment or distribution in respect of the Subordinated Indebtedness from Brooke Credit or the Parent. Notwithstanding any right of the Pledgor to ask, demand, sue for, take or receive any payment in respect of the Subordinated Indebtedness from Brooke Credit or the Parent, all rights, liens and security interests of the Pledgor, whether now or hereafter arising and howsoever existing, in any asset of Brooke Credit or the Parent (whether constituting part of the security or collateral given to the Agent to secure payment of all or any part of the Brooke Obligations or otherwise) shall be and hereby are subordinated to the rights of the Lender and the Agent in such asset.

(ii) From and after the occurrence of any Event of Default:

(a) The Pledgor shall have no right to possession of any asset of Brooke Credit or the Parent or to foreclose upon any such asset, whether by judicial action or otherwise, unless and until all of the Brooke Obligations shall have been fully paid and satisfied and all financing arrangements between the Borrower, the Agent and the Lender have been terminated.

(b) If all or any part of the assets of Brooke Credit or the Parent, or the proceeds thereof, are subject to any distribution, division or application to the creditors of Brooke Credit or the Parent, whether partial or complete, voluntary or involuntary, and whether by reason of liquidation, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding, or if the business of Brooke Credit or the Parent is dissolved or if substantially all of the assets of Brooke Credit or the Parent are sold, then, and in any such event, any payment or distribution of any kind or character, either in cash, securities or other property, which shall be payable or deliverable upon or with respect to any of the Subordinated Indebtedness shall be paid or delivered directly to the Agent for application to payments due hereunder.

(c) The Pledgor hereby irrevocably authorizes and empowers the Agent (as a present grant, effective the date hereof and subject only to the condition that an Event of Default exists) in respect of the Subordinated Indebtedness to demand, sue for, collect and receive every payment or distribution thereon and give acquittance therefor and to make and present for and on behalf of the Pledgor such proofs of claim and take such other action, in the Agent's own name or in the name of the Pledgor or otherwise, as the Agent may deem necessary or advisable for the enforcement of this Security Agreement. The Agent may vote such proofs of claim in any such proceeding, receive and collect any and all dividends or other payments or disbursements made

thereon in whatever form the same may be paid or issued and apply the same on account of any unpaid Brooke Obligation.

(d) Should any payment, distribution, security or instrument or proceeds of any of the foregoing be received by the Pledgor upon or with respect to the Subordinated Indebtedness following the occurrence of an Event of Default and prior to the satisfaction of all of the Brooke Obligations and the termination of all financing arrangements between the Borrower and the Lender, the Pledgor shall (to the extent of unpaid Brooke Obligations) receive and hold the same in trust, as trustee, for the benefit of the Agent and shall forthwith deliver the same to the Agent, in precisely the form received (except for the endorsement or assignment of the Pledgor where necessary), for application to any of the Brooke Obligations, due or not due, and, until so delivered, the same shall be held in trust by the Pledgor as the property of the Agent. If the Pledgor fails to make any such endorsement or assignment to the Agent, the Agent or any of its officers or employees are hereby irrevocably authorized to make the same.

(iii) The Pledgor agrees that until the Brooke Obligations have been paid in full (in cash) and satisfied (except for contingent indemnification obligations) and all financing arrangements between the Borrower and the Lender have been terminated, the Pledgor will not assign or transfer to any other party any claim the Pledgor has or may have against Brooke Credit or the Parent, without the prior written consent of the Agent.

14. Enforcement; Amendments; Waivers. No delay on the part of the Lender or the Agent in the exercise of any right or remedy arising under this Security Agreement, the Credit and Security Agreement, any of the other Related Documents or otherwise with respect to all or any part of the Brooke Obligations, the Collateral or any other guaranty of or security for all or any part of the Brooke Obligations shall operate as a waiver thereof, and no single or partial exercise by the Lender or the Agent of any such right or remedy shall preclude any further exercise thereof. No modification or waiver of any of the provisions of this Security Agreement shall be binding upon the Lender or the Agent, except as expressly set forth in a writing duly signed and delivered by the Lender or the Agent (as applicable). Failure by the Lender or the Agent at any time or times hereafter to require strict performance by Brooke Credit, the Parent, the Pledgor, any other guarantor of all or any part of the Brooke Obligations or any other party of any of the provisions, warranties, terms and conditions contained in any of the Related Documents now or at any time or times hereafter executed by such parties and delivered to the Lender or the Agent shall not waive, affect or diminish any right of the Lender or the Agent at any time or times hereafter to demand strict performance thereof and such right shall not be deemed to have been waived by any act or knowledge of the Lender, the Agent, or their respective agents, officers or employees, unless such waiver is contained in an instrument in writing, directed and delivered to Brooke Credit, the Parent or the Pledgor, as applicable, specifying such waiver, and is signed by the Lender or the Agent (as applicable). No waiver of any Event of Default by the Lender or the Agent shall operate as a waiver of any other Event of Default or the same Event of Default on a future occasion, and no action by the Lender or the Agent permitted hereunder shall in any way affect or impair the Lender's or the Agent's rights and remedies or the obligations of the Pledgor under this Security Agreement. Any determination by a court of competent jurisdiction of the amount of any principal and/or interest owing by Brooke Credit or the Parent to the Lender or the Agent shall be conclusive and binding

on the Pledgor irrespective of whether the Pledgor was a party to the suit or action in which such determination was made.

15. Effectiveness; Termination. This Security Agreement shall become effective upon its execution by the Pledgor and shall continue in full force and effect and may not be terminated or otherwise revoked until the Final Payout Date. If, notwithstanding the foregoing, the Pledgor shall have any right under applicable law to terminate or revoke this Security Agreement, the Pledgor agrees that such termination or revocation shall not be effective until a written notice of such revocation or termination, specifically referring hereto, signed by the Pledgor, is actually received by the Agent. Such notice shall not affect the right and power of the Lender or the Agent to enforce rights arising prior to receipt thereof by the Agent. If the Lender grants loans or takes other action after the Pledgor terminates or revokes this Security Agreement but before the Agent receives such written notice, the rights of the Agent with respect thereto shall be the same as if such termination or revocation had not occurred.

16. Successors and Assigns. This Security Agreement shall be binding upon the Pledgor and upon its successors and assigns and shall inure to the benefit of the Lender and the Agent and their respective successors and assigns; all references herein to the Borrower, to Brooke Credit, to the Parent, to the Lender, to the Agent and to the Pledgor shall be deemed to include their respective successors and assigns; provided that the Pledgor may not assign any of its rights or obligations hereunder without the prior written consent of the Lender and the Agent. The successors of the Pledgor, Brooke Credit and the Parent shall include, without limitation, their respective receivers, trustees, debtors-in-possession or successor trustees.

17. GOVERNING LAW. ANY DISPUTE AMONG THE LENDER, THE AGENT OR THE GUARANTOR ARISING OUT OF OR RELATED TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS GUARANTY, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

18. CONSENT TO JURISDICTION; COUNTERCLAIMS; FORUM NON CONVENIENS. (a) EXCLUSIVE JURISDICTION. EXCEPT AS PROVIDED IN SUBSECTION (b) OF THIS SECTION 18, THE AGENT, THE LENDER AND THE GUARANTOR AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF OR RELATED TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS GUARANTY, WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED ONLY BY FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK OR, TO THE EXTENT SUCH COURTS LACK JURISDICTION, STATE COURTS LOCATED IN NEW YORK, NEW YORK, BUT THE PARTIES ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK, NEW YORK.

(b) OTHER JURISDICTIONS. THE AGENT SHALL HAVE THE RIGHT TO PROCEED AGAINST THE GUARANTOR OR ITS REAL OR PERSONAL PROPERTY IN A

COURT IN ANY LOCATION TO ENABLE THE AGENT TO OBTAIN PERSONAL JURISDICTION OVER THE GUARANTOR OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE AGENT. THE GUARANTOR SHALL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT BY THE AGENT ARISING OUT OF OR RELATING TO THIS GUARANTY.

(c) VENUE; FORUM NON CONVENIENS. EACH OF THE GUARANTOR, THE AGENT AND THE LENDER WAIVES ANY OBJECTION THAT IT MAY HAVE (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS) TO THE LOCATION OF THE COURT IN WHICH ANY PROCEEDING IS COMMENCED IN ACCORDANCE WITH THIS SECTION 18.

19. **SERVICE OF PROCESS. THE GUARANTOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE GUARANTOR'S NOTICE ADDRESS SPECIFIED BELOW, SUCH SERVICE TO BECOME EFFECTIVE FIVE (5) DAYS AFTER SUCH MAILING.**

20. **WAIVER OF JURY TRIAL. EACH OF THE GUARANTOR, THE AGENT AND THE LENDER WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE LENDER, THE AGENT OR THE GUARANTOR ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. ANY OF THE AGENT, THE GUARANTOR OR THE LENDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS GUARANTY WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.**

21. Further Assurances. If the Pledgor fails to perform any of its obligations hereunder, the Agent may (but shall not be required to) perform, or cause performance of, such obligation; and the Agent's reasonable costs and expenses incurred in connection therewith shall be payable by the Pledgor. The Pledgor irrevocably authorizes the Agent at any time and from time to time in the sole discretion of the Agent, and appoints the Agent as its attorney-in-fact, to act on behalf of the Pledgor (i) to execute on behalf of the Pledgor as debtor and to file financing statements necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the interest of the Agent in the Collateral and (ii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the interests of the Agent in the Collateral. This appointment is coupled with an interest and is irrevocable. The Pledgor hereby authorizes the Agent to file one or more financing statements against the Pledgor in such jurisdictions as the Agent may select identifying the collateral as "all assets", "all property" or words of similar import.

22. Waiver of Bond. The Pledgor waives the posting of any bond otherwise required of the Agent or the Lender in connection with any judicial process or proceeding to enforce any judgment or other court order entered in favor of the Agent or the Lender, or to enforce by specific performance, temporary restraining order, or preliminary or permanent injunction, this Security Agreement or any other agreement or document among any of the Agent, the Lender or the Pledgor.

23. Advice of Counsel. The Pledgor represents and warrants to the Agent and the Lender that he has discussed this Security Agreement and, specifically, the provisions of Sections 17 through 21 hereof, with its lawyers.

24. Notices. All notices and other communications required or desired to be served, given or delivered hereunder shall be in writing or by a telecommunications device capable of creating a printed record and shall be addressed to the party to be notified as follows:

if to the Pledgor, at:

Brooke Agency Services Company LLC
10950 Grandview Drive, Suite 600
Overland Park, Kansas 66210
Attention: President
Telephone: (913) 661-0123
Facsimile: (913) 339-6328

if to the Lender, at:

Autobahn Funding Company LLC
c/o DZ BANK AG Deutsche
Zentral-Genossenschaftsbank
New York Branch
609 5th Avenue
New York, New York 10017-1021
Attention: Asset Securitization Group
Telecopy: (212) 745-1651

if to the Agent, at:

DZ BANK AG Deutsche
Zentral-Genossenschaftsbank
New York Branch
609 5th Avenue
New York, New York 10017-1021
Attention: Asset Securitization Group
Telecopy: (212) 745-1651

or, as to each party, at such other address as designated by such party in a written notice to the other party. All such notices and communications shall be deemed to be validly served, given or

delivered (i) three (3) days following deposit in the United States mails, with proper postage prepaid; (ii) upon delivery thereof if delivered by hand to the party to be notified; (iii) upon delivery thereof to a reputable overnight courier service, with delivery charges prepaid; or (iv) upon confirmation of receipt thereof if transmitted by a telecommunications device.

25. Severability. Wherever possible, each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Security Agreement.

26. Merger. This Security Agreement represents the final agreement of the Pledgor with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, among any of the Agent, the Pledgor and the Lender.

27. Execution in Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Security Agreement.

28. Limited Recourse; No Petition. Notwithstanding anything else set forth in this Security Agreement to the contrary, the parties hereto agree that the obligations of the Pledgor hereunder shall be recourse to the Collateral only. Each of the Lender and the Agent agrees that it will not institute against the Pledgor any bankruptcy, reorganization, insolvency or similar proceeding until a date that is at least one year and one day after the Brooke Obligations shall have been paid in full.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Security Agreement has been duly executed by the Pledgor as of the day and year first set forth above.

BROOKE AGENCY SERVICES COMPANY LLC

By:_____
Name: Dane S. Devlin
Title: President

Acknowledged and agreed to
as of the date and year first above written

AUTOBAHN FUNDING COMPANY LLC

By:_____
Name:
Title:

By:_____
Name:
Title:

DZ BANK AG DEUTSCHE
ZENTRAL-GENOSSENSCHAFTSBANK

By:_____
Name:
Title:

By:_____
Name:
Title:

IN WITNESS WHEREOF, this Security Agreement has been duly executed by the Pledgor as of the day and year first set forth above.

BROOKE AGENCY SERVICES COMPANY LLC

By:_____
Name:
Title:

Acknowledged and agreed to
as of the date and year first above written

AUTOBAHN FUNDING COMPANY LLC

By:_____
Name: Christopher Tucker
Title: Vice President

By:_____
Name: Cecil Smart Jr.
Title: Assistant Vice President

DZ BANK AG DEUTSCHE
ZENTRAL-GENOSSENSCHAFTSBANK

By:_____
Name: Christopher Tucker
Title: Vice President

By:_____
Name: Cecil Smart Jr.
Title: Assistant Vice President

Signature Page to
Security Agreement

EXHIBIT I

LOCATIONS OF OFFICES AND FEDERAL TAX I.D. NUMBERS; PRIOR NAMES; PRIOR MERGERS AND CONSOLIDATIONS

A. Location:

Brooke Agency Services Company LLC
10950 Grandview Drive, Suite 600
Overland Park, Kansas 66210

B. Federal Tax I.D.:

48-1009756

C. Prior Names:

None.

D. Mergers:

None.

EXHIBIT E

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Filing Return To:
CT CORPORATION
Attn: John Salvage
4400 Easton Commons Way, Suite 125
Columbus Ohio 43219

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:06 PM 06/19/2008
INITIAL FILING # 2008 2113056

SRV: 080711699

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Brooke Agency Services Company LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 10950 Grandview Drive, Suite 600 | CITY: Overland Park | STATE: KS | POSTAL CODE: 66210 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: Delaware | 1g. ORGANIZATIONAL ID #, if any | ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any | ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: DZ Bank AG Deutsche Zentral-Genossenschaftsbank, as Agent on behalf of the Secured Parties

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 609 Fifth Avenue | CITY: New York | STATE: NY | POSTAL CODE: 10017-1021 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of the Debtor's now existing or hereafter acquired or arising and wheresoever located assets, including without limitation, accounts, cash proceeds, contract rights, chattel paper, documents, records, instruments, investment property, inventory, deposit accounts, guaranties, letters of credit, letter-of-credit rights, supporting obligations, insurance contracts, general intangibles and other property, each as described in, and in which the Secured Party has acquired an interest pursuant to, the Security Agreement dated as of June 19, 2008 by the Debtor in favor of the Secured Party and Autobahn Funding Company LLC, as amended, restated or otherwise modified from time to time, together with all proceeds thereof and collateral security therefor.

A purchase of, or security interest in, any collateral described in this financing statement (other than as contemplated by the Security Agreement referred to above) will violate the rights of the Secured Party.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

State of Delaware

JS 7274589 - | 50

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

EXHIBIT F

RESTATED SETTLEMENT AGREEMENT

The Parties to this Restated Settlement Agreement ("Agreement") are parties to a Settlement Agreement dated as of January 24, 2009. The Trustee required that the transactions set forth in the Settlement Agreement be approved by the United States Bankruptcy Court for the District of Kansas in *In re Brooke Corp., et. al.,* Case No. 08-22786-DLS (jointly administered) (Bankr. D. Kan.) (the "Brooke Bankruptcy"). Without conceding that such approval was required in the Brooke Bankruptcy, the parties agreed that the transaction set forth in the Settlement Agreement would be submitted to the Bankruptcy Court for approval in the Brooke Bankruptcy. The Bankruptcy Court declined to approve certain aspects of the Settlement Agreement. The Parties have therefore entered into this Restated Settlement Agreement (this "Agreement") to address the concerns raised by the Bankruptcy Court.

PARTIES

1. Albert A. Riederer, as Chapter 11 Trustee in the Brooke Bankruptcy and as Special Master of Brooke Corporation, Brooke Capital Corporation, and Brooke Capital Advisors, Inc. (the "Special Master Entities").[1] The term "Trustee" refers to Mr. Riederer in his capacity as both Chapter 11 Trustee and Special Master.

2. The Securitization Company Creditors, defined to include the following:

   a. Bayerische Hypo-und Vereinsbank, AG ("HVB").

   b. DZ Bank AG Deutsche Zentral-Genossenschaftsbank ("DZ Bank"), as Agent for Autobahn Funding Company, LLC.

   c. Fifth Third Bank ("5/3 Bank").

   d. Bank of New York Mellon as Indenture Trustee ("BNYM") for securitization creditors, other than HVB, DZ Bank and 5/3 Bank, of subsidiaries and affiliates of the Special Master Entities, except as expressly provided in Paragraphs 14 and 19, *infra*.[2]

PROVISIONS

1. As used in this Agreement, the following terms shall have the meanings specified below:

   a. The "Special Master Order" refers to the September 17, 2008 Consent Order Appointing A Special Master entered in *Bank of New York Mellon v. Aleritas Capital Corp., et al.*, No. 08-CV2424 JWL/DJW (D. Kan.) (the "District Court Action"). "Securitization Documents" are defined in

[1] Throughout this Agreement, the "Special Master Entities" include Brooke Corporation and Brooke Capital Corporation in their capacity as Debtors in the Brooke Bankruptcy as well as their capacity as entities subject to the direction of the Special Master, as well as non-Debtor Brooke Capital Advisors, Inc.

[2] BNYM's approval is subject to the approval of security holders, other than HVB, DZ Bank and 5/3 Bank, in certain securitization pools. BNYM will use its best efforts to obtain prompt approval.

Paragraph 2 of the Special Master Order. "Special Master Estate" is defined in Paragraph 3 of the Special Master Order.

b. "Securitization Agents" means former Brooke franchise agents with loans pledged or held for the benefit of one or more of the Securitization Company Creditors.

c. "Other Agents" means former Brooke franchise agents that are not Securitization Agents.

d. "Allocation Agent" means Navigant Consulting or such other agent as may be designated by the Securitization Company Creditors and approved by the Court for the purpose of allocating insurance sale commissions as provided in this Agreement.

e. "Allocation Report" means a report of the Allocation Agent allocating insurance sale commissions deposited into the Master Receipts Trust Account among the Securitization Agents and Other Agents by "CoNo."

f. "BMS" means the Brooke Management System software programs and applications, including all codes and data base data required to allocate commissions to Securitization Agents and Other Agents as contemplated by this Settlement Agreement.

g. "BASC Depository" means the United States District Court for the District of Kansas or an escrow account established by the Trustee and DZ Bank pursuant to this Agreement.

h. "Securitization Companies" means affiliates and subsidiaries of the Special Master Entities that pledged loans made to former Brooke franchise agents to any of the Securitization Company Creditors.

Terms not otherwise defined in this Agreement have the meanings given them in the Securitization Documents.

2. Three business days after the Agreement is approved by the Bankruptcy Court, the Trustee will distribute all the insurance sales commission receipts[3] which he has directly to BNYM's Master Trust Receipts Account. On the first day of each calendar week, beginning after the date that this Agreement is approved by the Bankruptcy Court, the Trustee will transfer all insurance sales commission receipts (including the net sales commission component of any direct bill insurance premium receipts) received by any of the Special Master

[3] Approximately $500,000 in funds held with the insurance sales commissions may consist of premiums for distribution to insurance carriers. Such funds shall be transferred to the Master Receipts Trust Account. As part of the allocation process described in this Agreement, the Allocation Agent and the Trustee will attempt to determine whether any portion of such funds should be paid to particular insurance carriers or allocated to particular former Brooke franchise agents in accordance with this Agreement. Unless so paid or allocated, such funds will be distributed in accordance with further orders of the Bankruptcy Court.

Entities during the immediately preceding calendar week, including, without limitation, any deposits in the Consolidation Receipts Trust Account, directly to the Master Receipts Trust Account. Amounts transferred to the Master Trust Receipts Accounts as provided above will be allocated to the former Brooke franchise agents by company number ("CoNo") on a monthly basis using the BMS system, except as otherwise provided in this Agreement, and information concerning such amounts received from insurance carriers. All such insurance sales commissions which are allocated to Other Agents will be transferred as provided in Paragraph 4. All such insurance sales commissions which are allocated to Securitization Agents will be immediately transferred in full to the appropriate Collection Account. This Agreement shall apply to all insurance sales commissions payable to the Special Master Estate, and to all insurance sales commissions paid into the Consolidated Receipts Trust Account or the Master Receipts Trust Account, but not to any amounts payable to former Brooke franchise agents as agents of record unless paid into the Consolidated Receipts Trust Account or the Master Receipts Trust Account, or otherwise received by the Special Master Estate.

3. In distributing amounts allocated to Securitization Agents in the Master Receipts Trust Account, the Trustee will follow the Securitization Documents as modified by this Agreement. No amount will be distributed or set aside under Section 3.3(a) or Section 3.4 of the Master Agent Security Agreement. Prior to any further transfers from the Master Receipts Trust Account, BNYM will set aside for distribution under Section 3.3(b) any amount in the Master Receipts Trust Account in respect of any Securitization Agent available for application pursuant to Section 3.3(b) of the Master Agent Security Agreement for distribution under Section 3.5 of the Master Agent Security Agreement to the Collection Accounts of the Securitization Companies holding Loans to such Securitization Agent. Funds deposited into the Collection Accounts under Paragraph 2 and this Paragraph 3 shall be disbursed thereafter as the relevant Securitization Company Creditor may direct. The Trustee acknowledges that the Trustee does not have a right to any franchise fee on commissions received by the Special Master Entities after September 17, 2008, that are allocable to Securitization Agents, except to the extent that the Trustee has retained such fees out of funds received by the Brooke Agency Services Corporation ("BASC") prior to October 17, 2008. The Trustee further agrees that such retained fees are subject to adjustment, in accordance with the Bankruptcy Code and applicable non-bankruptcy law, after completion of the audit to occur pursuant to Paragraph 6 of this Agreement.

4. To the extent the allocation process described in Paragraph 2 allocates insurance sales commission receipts to Other Agents, those sales commission receipts will be paid promptly after such allocation into the BASC Depository and held until disbursed pursuant to subsequent court order or settlement that resolves the claims of the Debtors, if any, and other parties in interest, including, without limitation, the validity and enforceability of DZ Bank's alleged security interest in such funds.

5. The allocation process described in Paragraph 2 will be conducted by the Allocation Agent. The cost of the Allocation Agent will be paid out of collections deposited into the Master Receipts Trust Account, ratably from amounts allocated as provided in Paragraph 2 to each Securitization Agent and Other Agent. Each Allocation Report will be made available to the Trustee or his successor (whether under Chapter 7 or Chapter 11 of the Bankruptcy Code) each Securitization Company Creditor, First State Bank of Gothenburg, NCMIC Financial Corporation, and, as long as the Brooke Bankruptcy remains pending under Chapter 11, to

professionals representing the Official Unsecured Creditors' Committee (provided, that Allocation Reports shall not be made available to any member of the Official Unsecured Creditors' Committee to the extent they contain information concerning commissions allocated to individual former Brooke franchise agents other than such member). Information from Allocation Reports concerning sales commissions allocated to any individual former Brooke franchise agent shall be made available to such agent and any lender with an interest in any credit extended by Aleritas Capital Corp. to such agent. Any person or entity receiving information under this provision shall enter into an agreement, in form and substance satisfactory to the Trustee or his successor and the Securitization Company Creditors, agreeing to maintain the confidentiality of all information contained therein concerning commissions allocated to individual former Brooke franchise agents. Any party in interest may seek a review of any allocation of commissions made pursuant to Paragraph 2 by providing notice thereof to the Allocation Agent and the Bankruptcy Court identifying an error in such allocation, and the parties to this Agreement hereby consent to the jurisdiction of the Bankruptcy Court for the purpose of reviewing such allocation and correcting any error; provided, that no such challenge will delay an distribution of funds pursuant to Paragraphs 2, 3, and 4, and any such review must be requested within 30 days after the related Allocation Report is made available by the Allocation Agent.

6. Within three business days of approval of this Agreement by the Bankruptcy Court, the Trustee will advise by e-mail, in the form attached hereto as Exhibit A, each Securitization Agent to pay directly to insurance carriers all premiums collected by such Securitization Agent and to pay any net commission balances directly to the Master Receipts Trust Account. The Trustee will also advise by e-mail each Other Agent to pay directly to insurance carriers all premiums collected by such Other Agent. The Special Master Entities agree on behalf of themselves and their subsidiaries and affiliates that they will not assert any right to premium payments or exercise any rights to the funds in Receipt Trust Accounts of the Securitization Agents. Trustee agrees that he will cause the Special Master Entities and their subsidiaries and affiliates to execute and implement appropriate revisions, supplements or assignments, as prepared by counsel to the Securitization Company Creditors, to existing account control agreements to the extent reasonably necessary to implement this paragraph.

7. The Trustee will fully cooperate with Navigant Consulting's efforts (or the efforts of another consultant selected by BNYM which is reasonably acceptable to the Trustee) on behalf of the Securitization Company Creditors to audit and verify all information concerning the insurance sales commission receipts received from September 16, 2008 – October 17, 2008 and the dispositions thereof to enable the Securitization Company Creditors to verify the amounts distributed by or on behalf of the Special Master Entities and their subsidiaries and affiliates, including the amounts distributed directly to each former Brooke franchise agent, and to make an informed determination as to the appropriate distribution of the funds currently being held by BNYM for principal and interest payments related to that period. All funds, including, without limitation all commissions, held by BNYM for principal and interest shall be distributed promptly following, and in accordance with, such determinations.

8. The Trustee will cause the Special Master Entities and their subsidiaries and affiliates to waive any objection to the distribution by BNYM of any monies which are properly allocable to Securitization Agents, but expressly reserve all objections with regard to

monies which are properly allocable to Other Agents; provided, that BNYM may pay such amounts into the BASC Depository as set forth in Paragraph 4.

9. The Trustee will move jointly with the Securitization Company Creditors to seek mutually satisfactory orders from the Bankruptcy Court, as quickly as the Bankruptcy Court permits, (a) approving all elements of this Agreement and (b) confirming, among other things, that: (i) the obligations of the Special Master Entities set forth in this Agreement are valid and enforceable without the requirement of further relief from the automatic stay in the Brooke Bankruptcy and (ii) as previously confirmed in the orders of the Bankruptcy Court and the Special Master Order, the assets and property of the Securitization Companies, including, without limitation, "Indenture Collateral" as defined in the applicable Indentures, which include the right to the insurance sales commission receipts payable to the Securitization Company Creditors pursuant to the Securitization Documents and this Agreement, are not property of the bankruptcy estate of the Debtors and may be applied as contemplated by this Agreement without further relief from the automatic stay.

10. The Trustee will cause the Special Master Entities and their subsidiaries and affiliates immediately to take such actions as the Securitization Company Creditors and former Brooke franchise agents reasonably request to cause each insurance carrier that has issued a policy under codes maintained by such carrier for any former Brooke franchise agent to transfer such policy and the right to sales commissions in respect thereof as directed by such former Brooke franchise agents with the concurrence of the Securitization Company Creditor, if any, with outstanding Loans to such former Brooke franchise agent. Without limiting the foregoing, the Trustee, the Special Master Entities, and their subsidiaries and affiliates will:

(a) as promptly as possible but at all events within fifteen (15) days after execution of this Agreement by all of the parties, provide each Securitization Company Creditor a list, by former Brooke franchise agent, of all codes used in respect of such former Brooke franchise agent in respect of each insurance company that issued a policy credited to such former Brooke franchise agent on the books of the Special Master Entities;

(b) disseminate within three (3) business days after approval of this Agreement by the Bankruptcy Court a statement in the form attached hereto as Exhibit B for the benefit of all insurance companies for which the Special Master Entities or their subsidiaries ever wrote insurance that the Special Master Entities and their subsidiaries waive any claim against any such insurance company arising out of the efforts of such insurance company to cooperate with the transfer of such policies or sale commissions credits in respect of such policies as contemplated by the first sentence hereof; and

(c) as promptly as possible, cooperate with the Securitization Company Creditors to seek directions from the applicable insurance regulators that all insurance carriers transfer all outstanding policy credits and future commission payments of each former Brooke franchise agent to such former Brooke franchise agent.

Based upon the understanding of the parties hereto that BASC owns the insurance codes under which all former Brooke franchise agents sold policies and that transfer of ownership of the codes is not necessary to effect a transfer of the right to commissions relating to such policies to the former Brooke franchise agents, this paragraph does not require BASC to transfer title to the codes themselves to any other person or entity.

11. Nothing in this paragraph shall require that any of the Special Master Entities, their subsidiaries or affiliates waive any claims they may have under the Franchise Agreements for legitimate statement balances that may be owed by each former Brooke franchise agent for reimbursement of payments made on behalf of such former Brooke franchise agent by the Special Master Entities. The Trustee, on behalf of the foregoing entities, agrees that claims for such amounts against the Securitization Agents must be pursued directly and only against the Securitization Agents, and may not be recovered from insurance sales commissions or insurance sales commissions receipts allocable to the Securitization Agents, whether such insurance sales commissions or insurance sales commissions receipts are found in the Consolidation Receipts Trust Account, the Master Receipts Trust Account, or elsewhere. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver by or on behalf of the former Brooke franchise agents of any claims they may have against the Special Master Entities and their subsidiaries and affiliates, or against the Securitization Company Creditors.

12. Three days after approval of this Agreement by the Bankruptcy Court, the Trustee, in his capacity as Special Master and Trustee of the Debtors, as applicable, will cause the Securitization Companies to execute documents (if the same has not been otherwise accomplished), including, without limitation, documents relating to a strict foreclosure, formalizing each Securitization Company Creditor's foreclosure on the Indenture Collateral securing their respective Notes.

13. The Trustee will cause the Special Master Entities or their subsidiaries or affiliates, as applicable, to transfer at least one electronic and/or one hard copy of such records concerning Securitization Agents as may be requested to the Allocation Agent and each Securitization Company Creditor, and will make mutually satisfactory arrangements to permit each such representative to utilize the BMS for as long as is necessary to make the allocations required by Paragraph 2, without any additional fees, charges or other financial obligations being undertaken by the Securitization Companies or the Securitization Company Creditors to the Special Master, the persons retained by the Special Master or the Special Master Entities; provided, that such mutually satisfactory arrangements shall only include access to the computer equipment housing the BMS in Phillipsburg, KS and former Brooke employees working at that facility for 45 days after this Agreement is approved by the Bankruptcy Court. The Trustee may make information from the BMS available to Securitization Agents, Other Agents, insurance carriers and other interested parties concerning policies issued by or through such party on such terms as may be acceptable to the Trustee. In the event that the Trustee ceases to serve as a Trustee under either Chapter 11 or Chapter 7 of the Bankruptcy Code in the Brooke Bankruptcy, he will not be responsible for the implementation of this provision after he ceases to serve as a Trustee, however, this provision shall be binding on any successor Trustee and the estates of the Debtors in the Brooke Bankruptcy.

14. The Trustee waives and will not assert a claim against the Securitization Company Creditors under Section 506 of the Bankruptcy Code or any other statute, rule or common law doctrine to any assessments, charges or actions for recovery of costs or expenses amounts payable or paid to them pursuant to the Securitization Documents or the settlement described in this Agreement. However, nothing in this paragraph shall be construed as a waiver by the Trustee, Special Master Entities, their subsidiaries or their affiliates of their right to bring claims directly against the Securitization Companies and the Securitization Company Creditors for claims, if any, that they may have for Collateral Protection Fees or other claims or transfers that occurred prior to September 17, 2008. Such claims must be pursued directly against the Securitization Companies and the Securitization Company Creditors and may not be enforced against the sales commission receipts distributable pursuant to the settlement described in this Agreement.

15. In consideration for his obligations under the Agreement, the Securitization Company Creditors will release in the aggregate to the Trustee the lesser of (a) $350,000 or (b) 10% from the aggregate amounts distributed to the Collection Accounts for each Securitization Company pursuant to Paragraph 2 above. The Securitization Company Creditors have determined among themselves the amounts each of them is to release, and their responsibility for such amounts shall be several and not joint.

16. To resolve a dispute arising from DZ Bank's claim that the security interests granted by Brooke Capital and BASC to DZ Bank on June 19, 2008 entitle DZ Bank to treat approximately $900,000 currently in the Trustee's account at Country Club Bank as DZ Bank's collateral, all of the parties to this Agreement agree that, by no later than three business days after the approval by the Bankruptcy Court of a settlement on the terms set forth in this Agreement, (a) the Trustee will transfer $300,000 of these funds to DZ Bank and no party to this Agreement will assert any further right to or interest in these funds as of that date and (b) the Trustee will be entitled to treat the remaining funds that comprise the approximately $900,000 amount (but no other funds in which DZ Bank has claimed a security interest) as not subject to any security interest of DZ Bank. Except as expressly provided in this Agreement, the parties other than DZ Bank do not concede the validity of DZ Bank's security interests or waive their right to challenge the security interests of DZ Bank and DZ Bank does not concede that its security interests are subject to challenge or waive its right to assert its claim a security interest in the property of the Special Master Entities and their subsidiaries and affiliates. The Trustee has received a tax refund of approximately $170,000, and further agrees that he will hold separate and neither use nor commingle such funds and any other funds subsequently received by Brooke Capital until there has been a final resolution of DZ Bank's claim that the tax refund or other funds constitutes collateral of DZ Bank subject to a prior perfected security interest.

17. Promptly after execution of this Agreement by the parties hereto, the Special Master shall execute on behalf of BASC, and shall cause the Country Club Bank to execute, an account control agreement with BNYM in the form provided by BNYM for that purpose in respect of any account (other than the existing Consolidation Receipts Trust Account) in which sales commission receipts have been or hereafter shall be deposited. The Securitization Company Creditors agree that they will not exercise any rights under such account control agreement until the motion to approve this Agreement has been decided by the Bankruptcy Court.

18. The parties to this Agreement will use their best efforts to obtain the approval of the Bankruptcy Court in the Brooke Bankruptcy for a settlement on the terms set forth in this Agreement as quickly as the Bankruptcy Court permits. The form of order approving this Agreement submitted by the parties shall be acceptable to all the parties. The order approving this Agreement will provide that the terms of this Agreement will be binding on any successor in interest, or successor, to the Trustee in the Brooke Bankruptcy, the Special Master in the District Court Action, and on the Brooke Bankruptcy estate and the Special Master Estate.

19. In consideration for, *inter alia*, DZ Bank withdrawing its Motion to Convert Jointly-Administered Chapter 11 Proceedings to Chapter 7 Proceedings, the Trustee agrees that, he will move to convert the jointly-administered Chapter 11 proceeding in the Bankruptcy Court in the Brooke Bankruptcy to Chapter 7 proceedings under Section 1112 of the Bankruptcy Code as soon as is reasonably practical after the allocation and distribution process described in Paragraphs 2, 3 and 4 have been implemented, and in all events on or before April 30, 2009.

20. Within five days of Bankruptcy Court approval, BNYM, as Plaintiff in the District Court Action, and the Trustee, as Special Master in the District Court Action, will submit a stipulation in the District Court Action withdrawing BNYM's Motion to Compel the Special Master To Perform Certain Duties under Special Master Order, in the form agreed to between the Securitization Company Creditors and the Trustee as of the date of this Agreement; provided, that in furtherance of this Agreement, the provisions of Paragraph 4 of the Consent Order shall remain binding on (i) the Trustee as long as he serves as Trustee or at the direction of a different trustee, including, without limitation, a Chapter 7 trustee, in the Brooke Bankruptcy and (ii) any successor trustee in the Brooke Bankruptcy.

21. The Bankruptcy Court shall have continuing jurisdiction over the parties hereto to enforce the provisions of this Agreement and to review, and if necessary correct, to the allocation of sales commissions as provided in Paragraph 5 hereof. Except as provided in the preceding sentence, nothing in this Agreement shall submit the Securitization Company Creditors to the jurisdiction of the Bankruptcy Court in respect of any matter that would not otherwise be subject to such jurisdiction.

22. Each Securitization Company Creditor acknowledges that other parties may assert liens or security interests that relate to certain notes payable by former Brooke franchise agents and the collateral for those notes. Nothing in this agreement is intended to waive or modify the right of such third parties, or to acknowledge the validity and enforceability of such liens or security interests.

23. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement, together with the Stipulation referred to in Paragraph 20 hereof, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede any previous negotiations, commitments, writings, orders or judgments with respect to such subject matter. No provision of this Agreement may be changed except by a written instrument executed by the parties.

Dated: March 6, 2009

ALBERT A. RIEDERER, as
CHAPTER 11 TRUSTEE and SPECIAL MASTER

By: _____
Benjamin F. Mann
Douglas J. Schmidt
HUSCH BLACKWELL SANDERS LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Telephone: (816) 983-8000
Facsimile: (816) 983-8080

FIFTH THIRD BANK

By: _____
Patrick J. McLaughlin
Thomas O. Kelly, III
DORSEY & WHITNEY LLP
50 South Sixth Street
Minneapolis, Minnesota 55402
Telephone: (612) 340-2600
Facsimile: (612) 340-2868

BANK OF NEW YORK MELLON, AS TRUSTEE

By: _____

Steven R. Smith
GREENBERG TRAURIG, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201
Telephone: (214) 665-3638
Facsimile: (214) 665-5938

BAYERISCHE HYPO- UND VEREINSBANK, AG, NEW YORK BRANCH

By: _____
Mark J. Hyland
Jeffrey M. Dine
SEWARD & KISSEL LLP
One Battery Park Plaza
New York, New York 10004
Telephone: (212) 574-1200
Facsimile: (212) 480-8421

DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK

By: _____
Kenneth E. Wile
SIDLEY AUSTIN LLP
One South Dearborn
Chicago, IL 60603
Telephone: (312) 853-7000
Facsimile: (312) 853-7036

Dated: March 16 2009

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Benjamin F. Mann
Douglas J. Schmidt
HUSCH BLACKWELL SANDERS LLP
4801 Main Street, Suite 1000
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GREENBERG TRAURIG, LLP
2200 Ross Avenue, Suite 5200
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One Battery Park Plaza
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Kenneth E. Wile
SIDLEY AUSTIN LLP
One South Dearborn
Chicago, IL 60603
Telephone: (312) 853-7000
Facsimile: (312) 853-7036

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Dated: March 6, 2009

ALBERT A. RIEDERER, as
CHAPTER 11 TRUSTEE and SPECIAL MASTER

By: _____
Benjamin F. Mann
Douglas J. Schmidt
HUSCH BLACKWELL SANDERS LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Telephone: (816) 983-8000
Facsimile: (816) 983-8080

FIFTH THIRD BANK

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Patrick J. McLaughlin
Thomas O. Kelly, III
DORSEY & WHITNEY LLP
50 South Sixth Street
Minneapolis, Minnesota 55402
Telephone: (612) 340-2600
Facsimile: (612) 340-2868

BAYERISCHE HYPO- UND
VEREINSBANK, AG, NEW YORK
BRANCH

By: _____
Mark J. Hyland
Jeffrey M. Dine
SEWARD & KISSEL LLP
One Battery Park Plaza
New York, New York 10004
Telephone: (212) 574-1200
Facsimile: (212) 480-8421

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TRUSTEE

By: _____

Steven R. Smith
GREENBERG TRAURIG, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201
Telephone: (214) 665-3638
Facsimile: (214) 665-5938

DZ BANK AG DEUTSCHE ZENTRAL-
GENOSSENSCHAFTSBANK

By: _____
Kenneth E. Wile
SIDLEY AUSTIN LLP
One South Dearborn
Chicago, IL 60603
Telephone: (312) 853-7000
Facsimile: (312) 853-7036

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EXHIBIT A
[To Former Brooke Franchise Agents
with Loans Held or Pledged for the benefit of Securitization Company Creditors]

March __, 2009

Name
Address

Brooke Matters:
Directions Regarding Receipt of Premiums and Commissions

Dear _____:

I am writing you pursuant to the Orders of the Bankruptcy Court and District Court appointing me, respectively, Chapter 11 Bankruptcy Trustee of Brooke Capital Corporation ("Brooke Capital") and Special Master with responsibility for the rights and assets of Brooke Agency Services Corporation ("BASC").[1] Please recall that your franchise documents identify BASC as the owner of the commissions you have received as a Brooke franchisee agent.

On March __, 2009, the Bankruptcy Court approved a Settlement Agreement between me, as Chapter 11 Bankruptcy Trustee and Special Master, and the securitization lenders to the Brooke enterprise, including DZ Bank, Fifth Third Bank, Bayerische Hypo- und Vereinsbank, AG ("HVB"), and The Bank of New York Mellon ("BNYM") on behalf of certain other securitization lenders. The issue of the respective rights of the securitization lenders and agents to commissions was not determined by the Bankruptcy Court. I hereby advise that, pursuant to the agreements you signed when you entered into your franchise relationship with Brooke Capital (or its predecessor, Brooke Franchise Corporation), you take the following steps

1. **Premiums To Be Paid Directly To Carriers.** Please send all payments you receive as premiums on policies written while you were a Brooke agent, including renewal and replacement policies on policies that were written while you were a Brooke Agent, directly to the insurance carriers that wrote the insurance.

2. **Handling of Commissions.**

a. **Agents With Existing Arrangements With Lenders.** If you have reached an arrangement with your securitization lender (DZ Bank, Fifth Third Bank, HVB or BNYM) on where to direct commissions, continue to honor that arrangement.

b. **Agents Without Existing Arrangements With Lenders.** Under your loan documents, you are required to honor the directions from your securitization lender. In the event that you have not received such instructions, please send all commission receipts net of premiums directly to the Master Receipts Trust Account maintained by BNYM as set forth

[1] *See In re Brooke Corp., et. al.*, Case No. 08-22786 (Bankr. D. Kan. Oct. 29, 2008); *The Bank of New York Mellon v. Aleritas Capital Corp., et al.*, Case No. 08CV02423 JWL DJW (D. Kan. Sep. 17, 2008).

below, so that these payments can be handled in accordance with the rules governing the allocation of commissions.

Wiring Instructions for Bank of New York Mellon Master Receipts Trust Account:

Mailing Instructions for Bank of New York Mellon Master Receipts Trust Account:

Thank you for your cooperation with these directions. Please address any questions to _____.

Sincerely yours,

Albert A. Riederer

EXHIBIT B
[To Insurance Carriers]

March __, 2009

Name
Address

Windup of Brooke Corporation and Subsidiaries:
Waiver of Claims Against Carriers for Cooperation in Transferring Books of Business

Dear _____:

As you may be aware, I was appointed Special Master of Brooke Corporation, Brooke Capital Corporation ("Brooke Capital"), and Brooke Capital Advisors, Inc. by the United States District Court for the District of Kansas in the pending case of *The Bank of New York Mellon v. Aleritas Capital Corp., et al.*, Case No. 08CV02423 JWL DJW (D. Kan. Sep. 17, 2008) (the "Brooke Litigation").[1] My duties as Special Master include rights and responsibilities with respect to the assets and rights of the subsidiaries of Brooke Corporation, including Brooke Agency Services, Inc. ("BASC"). Please note that I am also the Chapter 11 Trustee of Brooke Corporation, Brooke Capital, and Brooke Investments, Inc in *In re Brooke Corp., et. al.,* Case No. 08-22786-DLS (jointly administered) (Bankr. D. Kan.) (the "Brooke Bankruptcy").

As Special Master in the Brooke Litigation and as Chapter 11 Trustee in the Brooke Bankruptcy, with exceptions not relevant here, I am charged with ensuring compliance with the agreements that govern the securitizations that financed Brooke while protecting the interests of the former Brooke franchise agents to the extent that their rights are not in conflict with the securitization documents. I have two paramount goals in dealing with your company: (a) taking steps to ensure that former Brooke franchise agents remain in business and (b) ensuring that commissions due to former Brooke franchise agents are handled in accordance with the securitization documents.

On March __, 2009, the Bankruptcy Court in the Brooke Bankruptcy approved a settlement agreement between me, both as Trustee and as Special Master, and the securitization lenders. In furtherance of that settlement, I take the following steps in keeping with my responsibilities:

1. **Waiver of Claims Related to Transfers of Former Brooke Franchise Agents Books of Business.** I hereby waive all claims by Brooke Corporation and its subsidiaries against your company arising out of any and all actions taken by your company and/or any other insurance carriers to assist or facilitate the transfer of books of business and, subject to Paragraph 2 below, the payment of any and all commission payments, regardless of size. These actions include, but are not limited to, actions by which a carrier alters its arrangements with the former

[1] A copy of the Consent Order appointing me Special Master is enclosed with this letter.

Brooke franchise agent such that the former Brooke franchise agent now writes business directly for the carrier or for an entity, such as a managing general agency, other than Brooke Corp. or its subsidiaries or the payment of commission payments or other related revenues to accounts designated by the former Brooke franchise agents (or, to the extent applicable the related lender that has been granted a power of attorney related to such former Brooke franchise agent). This waiver is limited to the claims described in the two preceding sentences.

2. **Handling of Commissions.** My examination of the security documents indicates the commissions (including commissions associated with prior Brooke producer and sub-producer codes and commissions earned via any new appointments granted to those former Brooke franchise agents) of the former Brooke franchise agents listed on Schedule A to this letter remain subject to the liens of the Brooke securitization lenders, DZ Bank, Fifth Third Bank, Bayerische Hypo- und Vereinsbank, AG ("HVB"), and The Bank of New York Mellon on behalf of certain other securitization lenders. Accordingly, I hereby advise that you comply with the directions of the Brooke securitization lenders regarding the payments of commissions earned by the former Brooke franchise agents listed on Schedule A to this letter, including both commissions associated with prior Brooke producer and sub-producer codes and commissions earned via any new appointments granted to the former Brooke franchise agents listed on Schedule A to this letter.

With respect to the commissions of the former Brooke franchise agents not listed on Schedule A to this letter, I hereby advise that you deposit commissions associated with prior Brooke producer and subproducer codes as follows:

[Add Instructions for CTRA]

You may pay commissions earned via new appointments granted to the former Brooke franchise agents not listed on Schedule A to this letter as directed by such agents or a secured party with an interest in those commissions.

In keeping with the waiver set forth in Paragraph 1 above, I request that you act as promptly and energetically as possible to assist and respect the efforts of the former Brooke franchise agents and the securitization lenders to keep these agents economically viable.

Thank you for your prompt attention to this matter. Please address any questions to _____.

Sincerely yours,

Albert A. Riederer

Enclosure

EXHIBIT G

SETTLEMENT AGREEMENT

This Settlement Agreement, dated November 24, 2009 is made by and between Albert A. Riederer, as Chapter 7 Trustee of Brooke Corporation and Brooke Capital Corporation, Brooke Agency Services Company LLC, DZ Bank AG Deutsche Zentral-Genossenschaftsbank, as Agent for Autobahn Funding Company, LLC, and Autobahn Funding Company, LLC.

DEFINITIONS

Parties

"Autobahn" refers to Autobahn Funding Company, LLC.

"BASC" refers to Brooke Agency Services Company LLC.

"Brooke Capital" refers to Brooke Capital Corporation.

The "Brooke Parties" refer to Brooke Corporation, BASC, and Brooke Capital.

"DZ Bank" refers to DZ Bank AG Deutsche Zentral-Genossenschaftsbank. Except where another capacity is indicated, "DZ Bank" refers to DZ Bank as Agent for Autobahn.

The "Trustee" refers to Albert A. Riederer in his capacity as Chapter 7 Trustee of Brooke Capital and Brooke Corporation in the consolidated bankruptcy proceedings of those entities and of Debtor Brooke Investments, Inc. in *In re Brooke Corporation*, No. 08-27786-DLS (Bankr. D. Kan.) (collectively, the "Brooke Bankruptcy"), except where another capacity is indicated.

Agreements

The "ARCSA" refers to the August 29, 2006 Amended and Restated Credit and Security Agreement among Brooke Credit Corporation (now known as Aleritas Capital Corporation), Brooke Credit Funding, LLC, Brooke Corporation, DZ Bank, and Autobahn.

The "BASC Security Agreement" refers to the June 19, 2008 Security Agreement among BASC, DZ Bank, and Autobahn.

The "BCC Security Agreement" refers to the June 19, 2008 Guaranty and Security Agreement among Brooke Capital, DZ Bank and Autobahn.

The "Restated Settlement Agreement" refers to that certain settlement that was the subject of the Trustee's Application to Approve Restated Compromise and Settlement With Bayerische Hypo- und Vereinsbank, AG, DZ Bank AG Deutsche Zentral-Genossenschaftsbank, as Agent for Autobahn Funding Company, LLC, Fifth Third Bank and The Bank of New York Mellon as Indenture Trustee pursuant to Fed. R. Bankr. P. 9019 filed on March 3, 2009 [Doc. No. 506] and that was approved by that certain Order that was entered by the Bankruptcy Court on March 12, 2009 [Doc. No. 532] (the "Restated Settlement Approval Order").

EXHIBIT A

RECITALS

WHEREAS, DZ Bank has served as Agent for Autobahn with respect to the matters encompassed by this Settlement Agreement.

WHEREAS, on August 29, 2006, Brooke Credit Corporation, Brooke Credit Funding, LLC, Brooke Corporation, DZ Bank, and Autobahn entered into the ARCSA, pursuant to which DZ Bank contends in excess of $30 million is still due and owing to it as of the date of this Settlement Agreement.

WHEREAS, on June 19, 2008, BASC entered into the BASC Security Agreement with DZ Bank and Autobahn pursuant to which BASC granted DZ Bank a security interest in substantially all of BASC's non-real estate assets, including, without limitation, BASC's rights to commissions and other payments received from insurance companies, except as specifically excluded in Section 2 of the BASC Security Agreement.

WHEREAS, on June 19, 2008, Brooke Capital entered into the "BCC Security Agreement" with DZ Bank and Autobahn pursuant to which BASC granted DZ Bank a security interest in substantially all of Brooke Capital's non-real estate assets.

WHEREAS, Events of Default under the ARCSA have entitled DZ Bank to enforce its collateral rights under the BASC Security Agreement and the BCC Security Agreement.

WHEREAS, DZ Bank has a first priority security interest in the BASC and Brooke Capital collateral described in the BASC Security Agreement and the BCC Security Agreement and has asserted its right to foreclose on the BASC and Brooke Capital collateral identified in the BASC and BCC Security Agreements (hereinafter referred to as the "BASC Collateral" and the "BCC Collateral").

WHEREAS, Brooke Corporation and Brooke Capital filed Chapter 11 bankruptcy petitions in the United States Bankruptcy Court for the District of Kansas on October 28, 2008.

WHEREAS, Albert Riederer was appointed Chapter 11 Trustee on October 28, 2008 in the resulting consolidated bankruptcy proceeding, *In re Brooke Corporation*, No. 08-27786-DLS (Bankr. D. Kan.), and was subsequently appointed Chapter 11 Trustee of Debtor Brooke Investments, Inc.

WHEREAS, following the conversion of the Brooke Bankruptcy to a Chapter 7 proceeding on June 29, 2009, Mr. Riederer was appointed Chapter 7 Trustee.

WHEREAS, the Trustee has asserted that the grants of security interests under the BASC and BCC Credit Agreements may have been fraudulent transfers under Section 548 of the Bankruptcy Code, 11 U.S.C. § 548, and voidable transfers under the fraudulent transfer and fraudulent conveyance provisions of applicable state law, and DZ Bank vigorously denies those assertions.

WHEREAS, litigation of fraudulent transfer and fraudulent conveyance claims is protracted and expensive and will be even more protracted and expensive in this matter due to the likely need to obtain evidence from the principals of Brooke Capital and BASC.

WHEREAS, the Trustee has concluded, after considering the resources of the Chapter 7 estates in the Brooke Bankruptcy and the likely course of the bankruptcies, that very protracted and expensive fraudulent transfer litigation is not in the best interests of the Chapter 7 estates if reasonable settlement terms can be obtained.

WHEREAS, the Trustee has concluded that the settlement terms set out below are reasonable and in the best interests of the Chapter 7 estates based on his investigation of the potential fraudulent transfer claims settled by this Settlement Agreement.

WHEREAS, the Trustee, in his capacity as the Trustee of BASC's corporate parent entity, Brooke Corporation, has the power and authority to cause BASC to enter into this Settlement Agreement.

PROVISIONS

1. Brooke Capital Lien Settlement: Except as provided in Paragraph 3 below, within five (5) business days after this Settlement Agreement is approved by the Bankruptcy Court in the Brooke Bankruptcy, the Trustee and/or Brooke Capital shall distribute 51% of BCC Collateral, if any, in the possession or control of Brooke Capital to DZ Bank. As of the date of the execution of this Settlement Agreement, there are no such funds to be distributed to DZ Bank pursuant to this Paragraph 1 hereof.

2. Brooke Capital Lien Settlement -- Later-Acquired Funds and Other Assets: Beginning on the 15th day of the month after the month in which the Bankruptcy Court approves this Settlement Agreement and continuing on the 15th day of each such month until the termination of the Brooke Bankruptcy, the Trustee and/or Brooke Capital shall remit to DZ Bank, in accordance with DZ Bank's wiring instructions, 51% of all BCC Collateral, if any, received by Brooke Capital that has yet to be remitted to DZ Bank. In addition to the foregoing, a final payment of 51% of all BCC Collateral shall be made at the closing of the Brooke Bankruptcy.

3. Exclusions from Brooke Capital Lien Settlement: Paragraphs 1 and 2 of this Settlement Agreement shall not apply and DZ Bank shall carve-out from the BCC Collateral and convey to the Trustee any rights it may have in all funds currently held by the Trustee in his capacity as the Trustee of Brooke Capital or Brooke Corporation in the Trustee operating account, the Trustee segregated account and the remaining 49% of the BCC Collateral. The BCC Collateral does not include any avoidance actions of the Trustee, including any avoidance actions arising under Chapter 5 of the Bankruptcy Code.

4. BASC Lien Settlement: Within five (5) business days after this Settlement Agreement is approved by the Bankruptcy Court in the Brooke Bankruptcy, BASC shall transfer and/or the Trustee shall cause BASC to transfer the BASC Collateral to DZ Bank.

5. BASC Lien Settlement -- Later-Acquired Funds and Other Assets:

Beginning on the 15th day of the month after the month in which the Bankruptcy Court approves this Settlement Agreement and continuing on the 15th day of each such month until the closing of the Brooke Bankruptcy, the Trustee shall cause BASC to transfer to DZ Bank any and all BASC Collateral received by BASC that have yet to be transferred to DZ Bank. In addition to the foregoing, the Trustee shall cause BASC to make a final transfer of any and all BASC Collateral within its possession or control to DZ Bank at the closing of the Brooke Bankruptcy.

6. Funds Excluded from BASC Lien Settlement: The provisions of Paragraphs 4 and 5 shall not apply to funds that BASC is required to distribute to the Bank of New York as Trustee pursuant to the proviso in the last paragraph of Section 2(i) of the BASC Security Agreement where such funds are subject to the security interest(s) of Bank of New York as Trustee.

7. Treatment of Certain Later-Acquired Assets: With respect to any BASC Collateral or BCC Collateral that is not cash, marketable securities, or other liquid assets, the Trustee shall (a) consult with DZ Bank regarding the proper treatment of such assets and (b) unless otherwise agreed with DZ Bank, take all reasonable steps to convert such assets to ready funds so that the Trustee, Brooke Capital, and/or BASC can comply with their obligations hereunder.

8. Deduction of Costs of Realization: With respect to all later acquired BASC Collateral or BCC Collateral, the costs, including attorney fees, of acquiring or obtaining possession or control of these assets shall be deducted before calculating the amounts to be distributed to DZ Bank; provided, that the Trustee shall disclose all costs in excess of $5,000 on a per asset basis to DZ Bank at least one week prior to incurring such costs. In the event that the cost to be incurred exceeds $25,000 on a per asset basis, DZ Bank's agreement shall be a precondition to the Trustee's agreement to incur such costs, including attorney fees.

9. Stipulation Regarding Brooke Capital's Rights to Insurance Carrier Profit-Sharing Payments. Prior to the commencement of the Brooke Bankruptcy, Brooke Parties entered into profit-sharing agreements with insurers requiring the insurers to remit profit-sharing payments to Brooke Parties if its franchisees sold a specified amount of insurance and/or if other conditions were met. The Trustee and DZ Bank hereby stipulate and agree that such payments are the property of Brooke Capital and not property of any other Debtor in the Brooke Bankruptcy or of any other Brooke Capital affiliate, including BASC, irrespective of the party to whom any such profit-sharing payment was made and irrespective of which party executed any such profit-sharing agreement.

10. Bankruptcy Court Approval: The Trustee and DZ Bank will use their best efforts to obtain the approval of all of the terms set forth in this Settlement Agreement by the Bankruptcy Court in the Brooke Bankruptcy.

11. Effect of Bankruptcy Court Approval. Upon approval by the Bankruptcy Court, the terms of this Settlement Agreement shall be binding on any successor in interest, or successor, to the Trustee, BASC, and to DZ Bank.

12. No Admission of Liability. No party admits that it has liability to any person or entity with respect to the granting of collateral by Brooke Capital and BASC to DZ

Bank on June 19, 2008 and/or DZ Bank's actions in enforcing rights granted to DZ Bank under the ARCSA, the BASC Security Agreement, and/or the BCC Security Agreement.

13. Release of DZ Bank and Related Parties. Except for claims arising from an alleged violation of this Settlement Agreement or an action to enforce its terms, the Trustee, for himself and on behalf of Brooke Capital and the Chapter 7 estate in the Brooke Bankruptcy, and BASC hereby release and forever discharge DZ Bank (for itself and as Agent), Autobahn, and their parent and subsidiary companies, affiliates, divisions, agents, attorneys, predecessors, successors and assigns, of and from any and all liability, claims, demands, causes of action and judgments of whatsoever kind or nature that they now have or may hereafter have arising out of the granting of collateral by Brooke Capital and BASC to DZ Bank and/or DZ Bank's actions in enforcing rights granted to DZ Bank under the ARCSA, the BASC Security Agreement, and/or the BCC Security Agreement, and expressly reserves all other claims not specifically released herein.

14. Release of Trustee and Related Parties. Except for claims arising from an alleged violation of this Settlement Agreement or an action to enforce its terms, DZ Bank, for itself, as Agent, and on behalf of Autobahn, hereby releases and forever discharges the Trustee, in whatever capacity, Brooke Capital, BASC, and their parent and subsidiary companies, affiliates, divisions, agents, attorneys, predecessors, successors and assigns, of and from any and all liability, claims, demands, causes of action and judgments of whatsoever kind or nature that DZ Bank (for itself and as Agent) and Autobahn now have or that it may hereafter have arising out of the granting of collateral by Brooke Capital and BASC to DZ Bank on June 19, 2008, and expressly reserves all other claims not specifically released herein..

15. Execution in Counterparts. This Settlement Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

16. Entire Agreement. This Settlement Agreement contains the final and complete integration of all prior expressions by the parties hereto and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings with respect to the parties' settlement of their disputes.

17. Rule of Construction. This Agreement shall not be construed in favor or against anyone as the drafter.

18. Modifications. This Agreement may be modified or varied only by a written amendment signed by each of the parties who still have subsisting rights and obligations, whether actual or contingent, under this Agreement as of the date of the amendment.

19. Limited Rights. This Agreement does not create any rights in favor of any party that is not a signatory hereto, except as expressly provided by the release provisions set forth in Paragraphs 13 and 14, *supra*.

20. Restated Settlement Agreement and Restated Settlement Approval Order. This Agreement does not modify the terms of the Restated Settlement Agreement.

21. Limited Liability. The parties acknowledge that the Trustee enters into this Settlement Agreement solely in his capacity as Trustee, and not in his personal capacity.

22. Capacity to Execute; No Assignments. The parties to this Settlement Agreement represent that they are each authorized to enter into this Settlement Agreement, including its release provisions, and that they have not assigned any rights or claims relating to the subject matter of this Settlement Agreement to any third party.

23. Choice of Law; Jury Trial Waiver. THIS SETTLEMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF KANSAS, EXCEPT TO THE EXTENT THAT KANSAS LAW IS PREEMPTED BY APPLICABLE BANKRUPTCY OR OTHER FEDERAL LAW. EACH OF THE PARTIES HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY OUT OF, UNDER, OR IN CONNECTION WITH THIS SETTLEMENT AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREUNDER.

24. Forum for Resolution of Disputes. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE BANKRUPTCY COURT HEARING THE BROOKE BANKRUPTCY SHALL HAVE CONTINUING JURISDICTION IN THE FIRST INSTANCE TO RESOLVE ANY DISPUTE ARISING UNDER THIS SETTLEMENT AGREEMENT. IF, FOR ANY REASON, THE BANKRUPTCY COURT DOES NOT EXERCISE ITS JURISDICTION TO HEAR SUCH A DISPUTE, THE PARTIES HERETO AGREE THAT ANY COMPLAINT OR OTHER LEGAL PROCESS SHALL BE FILED IN THE KANSAS CITY COURTHOUSE OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS AND/OR THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS, WHICH ARE THE SOLE AND EXCLUSIVE JURISDICTIONS THAT SHALL HEAR AND DECIDE ANY DISPUTES BETWEEN THE PARTIES HERETO.

Dated: November 24, 2009

ALBERT A. RIEDERER, AS CHAPTER 7 TRUSTEE OF BROOKE CORPORATION AND OF BROOKE CAPITAL CORPORATION,

By: _____
Albert A. Riederer, Trustee

BROOKE AGENCY SERVICES CORP.

By: _____
Albert A. Riederer, Trustee

DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK FOR ITSELF AND AS AGENT FOR AUTOBAHN FUNDING COMPANY, LLC

By: _____
Kenneth E. Wile
SIDLEY AUSTIN LLP
One South Dearborn
Chicago, Illinois 60603
Telephone: (312) 853-7000
Facsimile: (312) 853-7036

EXHIBIT H

EXECUTION COPY

AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT

among

BROOKE CREDIT FUNDING, LLC,
as Borrower

BROOKE CREDIT CORPORATION,
as Seller and Subservicer

BROOKE CORPORATION,
as Master Agent Servicer and Performance Guarantor

AUTOBAHN FUNDING COMPANY LLC,
as the Lender

and

DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK,
as the Agent

Dated as of August 29, 2006

subordinated debt issued or incurred by the Seller or any of its subsidiaries since the Closing Date.

(c) Each of the Seller and the Parent agrees that it will maintain, as at the end of each fiscal quarter, a positive Consolidated Net Income for the four fiscal quarter period then ending.

(d) For purposes of Sections 5.03(a) and (b), distributions to shareholders shall include, but are not limited to, any cash, stock or in-kind dividends and any other distributions to shareholders permitted by applicable law.

ARTICLE VI

EVENTS OF DEFAULT; MASTER AGENT SERVICER DEFAULTS; TERMINATION EVENTS

Section 6.01. Events of Default. If any of the following events (each an "*Event of Default*") shall occur:

(a) any Brooke Party shall fail to make any payment or deposit as and when required under this Agreement or any other Related Document and such failure shall remain unremedied for two Business Days; or

(b) a Program Deficiency shall occur and shall remain unremedied for two consecutive Business Days; or

(c) any representation, warranty, certification or statement made by any Brooke Party pursuant to or in connection with this Agreement or any other Related Document shall prove to have been incorrect in any material respect when made or deemed made; *provided* that if such breach is capable of being cured, then such breach will not constitute an Event of Default hereunder unless such breach remains unremedied for fifteen (15) Business Days after the earlier to occur of (x) the date on which such Brooke Party knows of such breach and (y) the date on which the Agent or any Secured Party notifies such Brooke Party of such breach; or

(d) the Parent or the Seller shall fail to perform or observe any term, covenant or agreement set forth in Section 5.03; or

(e) any Brooke Party shall fail to perform or observe any term, covenant or agreement hereunder or under any other Related Document (other than as referred to in paragraphs (a) and (d) above) and such failure shall remain unremedied for five Business

Days after the earlier to occur of (x) the date on which such Brooke Party knows of such failure and (y) the date on which the Agent or any Secured Party notifies such Brooke Party of such failure; or

(f) (i) any Brooke Party shall generally not pay its debts as such debts become due or shall admit in writing its inability to pay its debts generally or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against any Brooke Party seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property and, in the case of any such proceeding instituted against a Brooke Party (but not instituted by such Brooke Party), either such proceeding shall remain undismissed or unstayed for a period of 60 days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur or (ii) any Brooke Party shall take any corporate or limited liability company action to authorize any of the actions set forth in clause (i) above in this subsection (f); or

(g) the Agent, for the benefit of the Secured Parties, shall, for any reason, fail to have a valid and perfected first priority security interest in all of the Collateral; or any Adverse Claims shall exist with respect to the Collateral other than Permitted Liens; or the Borrower shall, for any reason, fail to have a valid and perfected first priority ownership interest in each Loan and the Other Conveyed Property and Collections with respect thereto, free and clear of all Adverse Claims (other than Permitted Liens); or

(h) any Brooke Party or Affiliate of a Brooke Party shall fail to pay any Indebtedness in excess of $250,000 when due; or any Brooke Party or Affiliate of a Brooke Party shall default in the performance of any term, provision or condition contained in any agreement under which any such Indebtedness was created or is governed, the effect of which is to cause, or to permit the holder or holders of such Indebtedness to cause, such Indebtedness to become due prior to its stated maturity; or any Indebtedness in excess of $250,000 of any Brooke Party shall be declared to be due and payable or required to be prepaid (other than by a regularly scheduled payment) prior to the date of maturity thereof; *provided* that the failure of a Brooke Party or Affiliate of a Brooke Party to make a particular payment in respect of any such Indebtedness shall not constitute an Event of Default under this paragraph (h) if such Brooke Party's or such Affiliate's obligation to make such payment is being contested in good faith by appropriate proceedings and such Brooke Party or Affiliate has established appropriate reserves for such disputed payment in accordance with GAAP; or

(i) any default shall occur under the terms of, or otherwise in respect of, any agreement, security, note or certificate related to any Term Securitization (whether such

Term Securitization was entered into before or after the Closing Date) and such default shall remain unremedied after the expiration of any applicable grace period with respect to such default; or

(j) a Master Agent Servicer Default or Master Agent Event of Default shall occur; or

(k) a Servicer Default shall occur and the Servicer is not immediately replaced by the Backup Servicer on the date on which such replacement is requested by the Agent; or

(l) there shall have been any material adverse change in the financial condition or operations of any Brooke Party since December 31, 2003, which in the judgment of the Agent, has or could reasonably be expected to have an adverse effect on the collectibility of the Loans or the ability of any Brooke Party to perform its obligations under any Related Document; or

(m) a Change of Control shall occur; or

(n) the Borrower or the Master Agent shall enter into any merger transaction without the prior written consent of the Agent; or any other Brooke Party shall enter into any merger transaction in violation of Section 5.02(d); or

(o) the annual audited financial statements for any Brooke Party are qualified in any material manner; or

(p) any Hedge Counterparty fails or ceases to be an Eligible Hedge Counterparty and such Hedge Counterparty is not replaced by an Eligible Hedge Counterparty under all Hedge Transactions to which it is a party within 30 days (or such longer period, not to exceed 60 days, as may be approved by any rating agency that has issued a Minimum Shadow Rating to the Agent in respect of the Advances) following the date on which such Hedge Counterparty ceased to be an Eligible Hedge Counterparty, such replacement to be made pursuant to documentation in form and substance reasonably satisfactory to the Agent; or

(q) the Borrower fails to maintain in full force and effect all Hedge Transactions required to be maintained by it pursuant to Section 2.06 or any "Event of Default" or "Termination Event" shall occur under any such Hedge Transaction with the Borrower as the "Defaulting Party" or "Affected Party"; or

(r) any two Key Employees shall cease to be actively employed by the Seller or shall cease to have primary responsibility for managing the operations of the Seller and shall not have been replaced by successors satisfactory to the Agent within 30 days; or

(s) the Performance Guaranty shall cease to be in full force and effect or the Parent shall so assert;

then, and in any such event, the Agent may by notice to the Borrower, declare the Termination Date to have occurred, whereupon all of the Obligations shall become immediately due and payable, except that, in the case of any event described in clause (f) above, the Termination Date shall be deemed to have occurred automatically upon the occurrence of such event and all of the Obligations shall automatically become and be immediately due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower. Upon any such declaration or automatic occurrence, the Secured Parties shall have, in addition to all other rights and remedies under this Agreement or otherwise, all other rights and remedies provided to a secured party under the UCC of the applicable jurisdiction and other applicable laws, which rights shall be cumulative. The rights and remedies of a secured party which may be exercised by the Lender or the Agent pursuant to this Article VI shall include, without limitation, the right, without notice except as specified below, to solicit and accept bids for and sell the Collateral or any part thereof in one or more parcels at a public or private sale, at any exchange, broker's board or at any of the Lender or the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Lender or the Agent may deem commercially reasonable. The Borrower agrees that, to the extent notice of sale shall be required by law, 10 Business Days' notice to the Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and that it shall be commercially reasonable for the Lender or the Agent to sell the Collateral on an "as is" basis, without representation or warranty of any kind. Neither the Lender nor the Agent shall be obligated to make any sale of Collateral regardless of notice of sale having been given and may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. If the Termination Date is declared by the Agent as a result of an event of the type described in Section 6.01(l), the Borrower shall have the right to repay all Advances in full without any Prepayment Fee.

At any time following the occurrence of an Event of Default:

(i) At the Agent's request and at the Borrower's expense, each Brooke Party shall notify each Obligor of the Agent's security interest in the Loans under this Agreement and direct that payments be made directly to the Agent or its designee;

(ii) At the Agent's request and at the Borrower's expense, each Brooke Party shall (A) assemble all of the documents, instruments and other Records (including, without limitation, computer tapes and disks) that evidence or relate to the Collateral, or that are otherwise necessary or desirable to collect the Collateral, and shall make the same available to the Agent at a place selected by the Agent or its designee, and (B) segregate all cash, checks and other instruments received by it from time to time constituting Collections of Collateral in a manner acceptable to the Agent and, promptly upon receipt, remit all such cash, checks and instruments, duly indorsed or with duly executed instruments of transfer, to the Agent or its designee.

Each Brooke Party hereby authorizes the Agent, and hereby irrevocably appoints the Agent as its attorney-in-fact coupled with an interest, with full power of substitution and with full authority in place of such Brooke Party, following the occurrence and during the continuation of an Event of Default, to take any and all steps in such Brooke Party's name and on behalf of such Brooke Party that are necessary or desirable, in the determination of the Agent, to collect amounts due under the Collateral, including, without limitation, (i) endorsing such Brooke Party's name on checks and other instruments representing Collections of Collateral, (ii) enforcing the Loans, the Other Conveyed Property and the Related Documents, including to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with therewith and to file any claims or take any action or institute any proceedings that the Agent (or such designee) may deem to be necessary or desirable for the collection thereof or to enforce compliance with the terms and conditions of, or to perform any obligations or enforce any rights of the Borrower in respect of, the Loans and the Other Conveyed Property and the Related Documents.

Section 6.02. Master Agent Servicer Default. Each of the following events shall constitute a "*Master Agent Servicer Default*" hereunder:

(a) the Master Agent Servicer shall fail to make any payment, transfer or deposit (or, if applicable, to give instructions or notice to any other Person to make any payment, transfer or deposit) required under this Agreement or any other Related Document and such failure shall remain unremedied for two Business Days; or

(b) the Master Agent Servicer shall fail to perform or observe any material term, covenant or agreement hereunder or under any other Related Document (other than as referred to in paragraph (a)) and such failure shall remain unremedied for five (5) Business Days after the earlier to occur of (x) the date on which the Master Agent Servicer knows of such failure and (y) the date on which the Agent or any Secured Party notifies the Master Agent Servicer of such failure; or

(c) any representation, warranty, certification or statement made by the Master Agent Servicer pursuant to or in connection with this Agreement or any other Related Document shall prove to have been incorrect in any material respect when made or deemed made; *provided* that if such breach is capable of being cured, then such breach will not constitute a Master Agent Servicer Default hereunder unless such breach remains unremedied for thirty (30) days after the earlier to occur of (x) the date on which the Master Agent Servicer knows of such breach and (y) the date on which the Agent or any Secured Party notifies the Master Agent Servicer of such breach; or

(d) any Event of Default; or

(e) any Termination Event of the type described in Section 6.03(b), (d), (e) or (f).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

BROOKE CREDIT FUNDING LLC

By _____
Name Michael Lowry
Title President

SELLER:

BROOKE CREDIT CORPORATION

By _____
Name Michael Lowry
Title President

MASTER AGENT SERVICER:

BROOKE CORPORATION

By _____
Name Anita Larson
Title President

Signature Page to Amended and Restated Credit and Security Agreement

DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK, as Agent

By _____
Name Patrick F. Preece
Title Senior Vice President

By _____
Name Cecil Smart Jr.
Title Assistant Vice President

AUTOBAHN FUNDING COMPANY LLC, as Lender

By: DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK, its Attorney-in-Fact

By _____
Name Patrick F. Preece
Title Senior Vice President

By _____
Name Cecil Smart Jr.
Title Assistant Vice President

Signature Page to Amended and Restated Credit and Security Agreement