

DECLARATION OF PAUL T. BRUFLAT

I, Paul T. Bruflat, declare under penalty of perjury (28 U.S.C. § 1746) that the following is true and correct and I am competent to testify to the matters stated below.

1. I am a resident of Sioux Falls, South Dakota. I am the Vice President of Commercial Surety CNA Surety Corp. and a Senior Vice President for Western Surety Company (“Western Surety”) in Sioux Falls, South Dakota. I am 47 years of age.

2. Western Surety is a principal subsidiary of CNA Surety Corp. (“CNA Surety”), which provides surety bonds through agents throughout the United States. Among other things, Western Surety provides fidelity bonds which cover losses arising from employee dishonesty.

3. My current responsibilities at Western Surety include managing all small commercial products, including dishonesty bonds, written by Western Surety’s Sioux Falls office.

4. I have reviewed the following documents:

- a. A list titled “Introducing the Secured Debt Obligation Account (SDO Account)” on AmeriFirst Funding letterhead referencing Fraud and Dishonesty Insurance issued by Western Surety. A true and correct copy of that document is attached as Exhibit A hereto.
- b. A copy of Western Surety Dishonesty Bond No. 69692287, issued to American Eagle Acceptance Corp. (“American Eagle”), on AmeriFirst Funding letterhead. A true and accurate copy of this document is attached as Exhibit B hereto.
- c. A copy of Western Surety Dishonesty Bond No. 69692287 dated April 6, 2004 issued to American Eagle. A copy of that Dishonesty Bond is attached as Exhibit C.

5. Western Surety has no record of any bonds other than Bond No. 69692287 (the “Bond”) issued to AmeriFirst Funding Corp., AmeriFirst Funding, Inc., AmeriFirst Acceptance Corporation, AmeriFirst Leasing LLC, American Eagle, American Eagle Motors, Inc., Interfinancial Acceptance Corporation, or Interfinancial Holdings, Inc.

6. Exhibit A, the list titled “Introducing the Secured Debt Obligation Account (SDO Account)” states: “Fraud and Dishonesty Insurance up to \$100,000 per account issued by Western Surety Corp. and underwritten by CNA (the usual FDIC bank insurance).” This statement is not true. The Bond does not insure accounts, and it is not comparable to or equivalent to the \$100,000 per account FDIC insurance for customer accounts at FDIC-insured financial institutions. The Bond provides only for insurance of \$100,000 per *employee*, not per account.

7. Exhibit B, the copy of the Bond on AmeriFirst letterhead, is not a complete copy of the bond. Exhibit C is a complete copy of the Bond, which was issued in 2004, and currently is in effect.

8. American Eagle is the only insured on the Bond. Neither AmeriFirst nor any other person or entity is entitled to any of the benefits of the Bond.

9. The Bond provides that Western Surety will indemnify the insured, American Eagle, only for:

any loss of money or property which the Insured shall sustain or for which the Insured shall incur liability to any Customer or Subscriber of the Insured through any fraudulent or dishonest act or acts committed by any Employee or Employees of the Insured acting alone or in Collusion with others, the amount of indemnity on each of such Employees being ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000).


10. Section 5 of the Bond defines a fraudulent or dishonest act of an employee as an act for which the employee has been tried and convicted by a court of proper jurisdiction. Section 5, as amended in the Dishonesty Bond Rider, limits the amount payable under the bond to the amount of restitution required by the court in the criminal proceedings subject to the amount of the bond, unless the Insured proves beyond a reasonable doubt that the employee was guilty of a crime causing loss greater than that for which the court has required restitution.

11. The Bond covers only six employees of American Eagle. Therefore, the maximum that Western Surety would ever pay under the Bond is \$600,000, assuming that all six covered employees were convicted of a crime, and that either the court ordered restitution of at least \$100,000 against each employee or American Eagle proved beyond a reasonable doubt that each employee's crime caused a loss greater than the court-ordered restitution.

12. For the period April 6, 2007 through April 6, 2008, the annual premium for the Bond is \$348.71, including a \$69.74 commission payable to the insurance agent.

13. I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: 6-13-07


Paul T. Brufat



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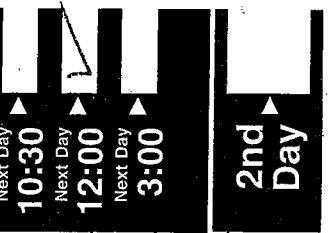
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