

BROKER AGREEMENT

This Agreement (hereinafter referred to as "Agreement") is entered into on the ____ day of _____, 20____, by and between American Leasefund, Inc. (hereinafter referred to as "Lessor" or "ALI") and _____, whose address is _____ (hereinafter referred to as "Broker").

The purpose of this Agreement is to describe and evidence the understandings and responsibilities of Lessor and Broker concerning the brokering of lease agreements, where Broker is engaged in the business of making and/or arranging loans and leases on behalf of others in exchange for a fee or other consideration, and Lessor leases equipment to others in the form of UCC Article 2A statutory leases. For and in consideration of the promises, covenants, terms and conditions as hereinafter set forth, the parties agree as follows:

- 1) **Agreement Applicability/Coverage** – This Agreement applies to all transactions submitted by Broker to ALI.
- 2) **Broker Status and Authority** - Broker is, and shall act as, an independent contractor and as such shall have no authority to incur any obligations, to make any statements or representations as an agent or employee on behalf of ALI, to bind or commit ALI in any transactions, or to make, alter, or execute any documents or agreements on behalf of ALI.
- 3) **Disclosure of information** – Broker shall keep ALI fully informed and abreast of all material information known by Broker concerning any and all submitted transactions, proposed lessees, vendors, and equipment, including changes or additional information discovered after the submission of the transaction to ALI.
- 4) **Documentation** – All transactions shall be documented by ALI, and only on ALI's proprietary forms. Broker warrants that all executed documents submitted to ALI are duly authorized, authentically executed, valid and binding on the respective lessee, any co-lessees, and any guarantors, and are enforceable according to their respective terms.
- 5) **Broker Expenses** – Without exception, ALI shall not be liable for any expenses whatsoever incurred by Broker in connection with any transaction submitted by Broker; rather any and all such expenses shall be the sole responsibility of the Broker.
- 6) **Broker Compensation** – In exchange for Broker's efforts in connection with any transaction submitted by Broker, and accepted and funded by ALI, ALI shall pay Broker a standard portion of the equipment cost as a commission. Broker's commission, depending on the transaction, may be capped at a maximum percentage of the equipment cost to be determined by ALI at the time of approval and subject to change prior to funding.
- 7) **Indemnification** – Broker shall indemnify and hold ALI harmless from and against any and all expenses, injury, and damage, including reasonable attorney's fees, which ALI may hereafter incur, pay or suffer as a result of acts of Broker, Broker's principals, employees, agents, or representatives.
- 8) **Warrants and Representations** – Broker expressly warrants and represents to ALI the following:

- A) Any equipment described in the lease agreement, application materials, vendor invoices, and any addendums to the lease agreement is complete and accurate in all respects and is not subject to any defense including without limitations, claims of nonconformity or offset by lessee.
 - B) The payment of all sums specified in the lease shall be due and payable on the date or at the time set forth in the verbal delivery and acceptance completed by ALI, and shall not be contingent upon the fulfillment or occurrence of any conditions or warranties, either expressed or implied, except as may be set forth in the lease, and Broker has made no claim or representation that is not specifically set forth in the lease.
 - C) The equipment described in the lease agreement, application materials, vendor invoices, and any addendums to the lease agreement has been acquired by legal means and is not subject to any undisclosed liens or encumbrances unless previously articulated by Broker in writing to ALI.
 - D) All representations or warranties made by Broker to ALI or lessee are true, correct, and not misleading, false, or fraudulent in any respect.
 - E) No part of the money required to commence the lease has been loaned, rebated, or advanced by Broker, and Broker or the equipment vendor has not entered into any reciprocal agreements with any lessee or officer, director, employee, or guarantor of lessee.
 - F) Lease requests will not be split between various funding sources without full disclosure of such a split in advance to ALI. If the lease request is not for the full amount, Broker will disclose to ALI the dollar amount, equipment description, and funding sources being contracted for the other request(s).
 - G) In the event a transaction submitted to ALI is rebrokered as the term is generally understood in the industry, Broker will have identified the transaction as “rebrokered” and will have identified to ALI any parties from whom the broker gained access to the transaction. Without limiting the generality of the foregoing, the term “rebrokered” shall include any transaction submitted wherein it is contemplated that any remuneration will be paid by Broker to any party other than Broker’s employees.
 - H) Any guarantees are bona fide obligations of the guarantors and shall be valid and enforceable according to their terms.
 - I) All leases to be submitted shall be for business or commercial purposes only and not for personal, family or household purposes.
- 9) **Acts of Representatives** – It is understood by Broker that all of the duties and responsibilities arising out of this agreement extend to anyone acting upon Broker’s behalf. Broker further understands that Broker is fully responsible for any and all such actions as if Broker had taken the actions himself.
- 10) **Duration of Agreement** – This agreement shall be effective at its time of execution by ALI and shall continue in effect until terminated by either party upon written notice. The rights and obligations of the parties hereunder with respect to transactions originated prior to termination

of the Agreement, and all of the Warranties and Representations made herein, shall survive such termination.

- 11) **Choice of Law and Venue** – This Agreement shall not become effective until signed by a corporate officer of American Leasefund, Inc. This agreement shall be considered to have been made under the laws in the State of Oregon and shall be interpreted under the laws and regulations in the State of Oregon. Broker agrees to exclusive jurisdiction in Multnomah County in the State of Oregon with respect to any action, suit or proceeding arising out of this Agreement, or otherwise relating to Broker and ALI, and concedes that it, and each of them, transacted business in the State of Oregon by entering into this Agreement.
- 12) **Assignment** – This agreement shall not inure to the benefit of any successor in interest of Broker, nor shall any interest or obligation of this agreement be assigned by Broker.
- 13) **Attorney’s Fees** – Should ALI incur any legal fees for the purpose of enforcing this agreement, or any breach thereof, ALI shall be entitled to costs of suit and reasonable attorney’s fees from Broker as may be awarded by a court of competent jurisdiction, either before a case is commenced, after commencement of a case, at trial, or on appeal.
- 14) **Severability** – Any provision of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision herein and, as such, all other provisions shall remain in full force and effect.
- 15) **Notice** – The relationship arising out of this Agreement may be terminated by either party at any time upon the delivery of written notice of termination. No grounds for termination are necessary, and it may be made with or without cause. Any notices necessary to be given under the provision of this Agreement will be sufficient if in writing and delivered either personally or by mail, first-class postage pre-paid, to ALI at:

American Leasefund, Inc.
 11501 SW Pacific Hwy
 200 Corporate Plaza
 Portland, OR 97223

To Broker at: _____

- 16) **Successors** – This agreement shall be binding on the parties, their heirs, representatives, and successors and assigns.

In Witness Whereof, the parties hereto have executed this Agreement on the day and year first above written.

American Leasefund, Inc.
 By: _____
 Title: _____

Broker: _____
 By: _____
 Title: _____