



THIRD PARTY ORIGINATOR AGREEMENT

This agreement ("Agreement") is made between Financial Pacific Leasing, LLC, hereinafter referred to as "FPL", and the undersigned Third Party Originator, hereinafter referred to as "TPO."

The parties agree that:

1. **Definitions:** As used in this Agreement, the terms not otherwise defined shall have the respective meanings set forth in this Section 1.

"Assignment" means a written agreement whereby the TPO assigns a specific Transaction to FPL.
"Customer" means any lessee, debtor or guarantor obligated on a Transaction.
"Equipment" the personal property described in the Transaction.
"Transaction" means leases and/or equipment finance agreements submitted by TPO to FPL.
"Transaction Documents" means all documents executed by a Customer with respect to a Transaction.
"Vendor" means the supplier of any Equipment.
2. **Scope of Agreement:** This Agreement applies to all Transactions hereafter submitted by TPO to FPL.
3. **Authority of TPO:** TPO 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 which bind FPL in any Transaction or to make, alter or execute any document or agreement on behalf of FPL. No agency is created, expressed or implied. TPO will not represent to anyone that TPO is an employee or agent of FPL.
4. **Procedure:** Upon referral of a Transaction by TPO to FPL, FPL shall evaluate the Transaction, and, in its sole discretion, FPL may approve or reject the Transaction for any reason whatsoever. FPL shall be under no obligation to approve any Transaction.
5. **Compensation of TPO:** Following acceptance of the Equipment by the Customer and funding of a Transaction by FPL, TPO shall be paid by FPL, as full compensation for referring such Transaction to FPL, FPL's standard brokerage fee in accordance with FPL's then current commission schedule ("Brokerage Fee"). Unless FPL is notified by TPO in writing within thirty (30) days after receipt of Brokerage Fee, the compensation paid to TPO will be deemed to be correct and TPO shall be precluded from challenging the amount of the Brokerage Fee.
6. **Materials Furnished by FPL:** Any materials and supplies furnished to TPO by FPL shall remain the property of FPL and shall be returned to FPL upon demand.
7. **Disclosure of Information:** TPO shall, in connection with each Transaction submitted to FPL, keep FPL fully and promptly informed of all material information known to TPO concerning the Transaction, the proposed Customer, the Vendor, and the Equipment including any changes occurring or information gained following submission.
8. **TPO Warranties and Representations:** TPO expressly warrants and represents to FPL with each Transaction submitted that:
 - A. The Transaction is the only Transaction proposed by the TPO with respect to the Equipment and there is no other agreement between the TPO and any Customer with respect to the Transaction or the Equipment other than that reflected in the documents provided by the TPO to FPL. All required original Transaction documents and advance payments have been provided by TPO to FPL.
 - B. Upon payment of the purchase price therefore to the Vendor of the Equipment, the Equipment will be free of all security interests, claims, liens, and encumbrances of any kind or nature whatsoever. The Equipment descriptions are complete and accurate in all respects.
 - C. The Vendor is not affiliated with Customer or TPO and is a bona fide dealer who regularly stocks and sells equipment of the type described in the Transaction Documents. TPO knows of no fraudulent acts committed by Vendor.
 - D. Each Customer is in existence, has the full legal right, power, and authority to execute the Transaction Documents and enter into the Transaction and all signatures, names, addresses, amounts and other statements contained in the Transaction Documents are true and correct.

- E. No rental payments or other amounts due under the Transaction have been prepaid by the Customer or any Vendor and no deposit has been paid by the Customer on the Equipment or Transaction except as stated in the Transaction Documents or disclosed in writing by TPO to FPL.
 - F. No representations or warranties have been made by TPO to any Customer other than those representations or warranties contained in the Transaction Documents.
 - G. All representation and warranties as well as information supplied by TPO to FPL concerning the Customer, the Equipment, or otherwise with respect to the proposed Transaction is true and correct and not misleading, false or fraudulent in any respect. All financial information, including without limitation, bank, trade and credit ratings received by the TPO have been provided to FPL. No negative financial information or ratings have been deleted from the information provided to FPL. TPO acknowledges that FPL is relying on said information in deciding to accept or reject the Transaction.
 - H. No part of the money required to commence the Transaction has been loaned, rebated or advanced by TPO and TPO has entered into no reciprocal agreements with any Customer or officer, director, employee of any Customer unless disclosed to FPL in writing by TPO in advance.
 - I. TPO shall not solicit or accept collection of any payment due under a Transaction, repossess or consent to the return of any Equipment, modify or terminate the Transaction, or waive any of FPL's rights thereunder. FPL and the TPO may mutually agree to allow the advance payment check from the lessee to be retained by the TPO and applied towards the Brokerage Fee while providing a copy to FPL of the advance payment check from the Customer.
 - J. TPO has not split funding requests between various funding sources without full written disclosure in advance to FPL. TPO warrants that any Transaction submitted to FPL represents the full amount of any financing the Customer is seeking from the TPO. If request is not for the full amount, TPO has disclosed to FPL the dollar amounts, equipment description and funding sources of the other requests.
 - K. If a Transaction submitted to FPL is being "re-brokered" as that term is generally understood in the industry, TPO will notify FPL in writing at time of submission of any sub-broker involved in the Transaction. TPO acknowledges its duties and responsibilities regarding re-brokered Transactions consistent with section 13 of this Agreement. Without limiting the generality of the foregoing, the term "re-brokered" includes all Transactions submitted whereby any remuneration has or will be paid by TPO to any party other than TPO's employees.
 - L. TPO has obtained all consents and authorizations required by law as a condition to obtaining a consumer credit report on any individual involved in a Transaction submitted by the TPO to FPL. In the event that federal laws and regulations require, with respect to any submitted Transaction, that certain notices be provided to proposed Customers, including but not limited to disclosure of the right to request specific reasons for credit denial and notice of action taken and statement of reasons for such set forth under Regulation "B" of the Equal Credit Opportunity Act, TPO warrants that all such notices have been provided to the proposed Customer, or will be provided at the appropriate time, as required.
9. **Remedies for Breach of Warranties or Representations:** If TPO shall breach any of its warranties, representations, or obligations contained herein, or should FPL discover the TPO misrepresented any fact pertaining to a Transaction or Vendor, then TPO shall unconditionally guaranty the full performance by the Customer of all the terms and conditions of the Transaction including the immediate payment of all amounts due to FPL under the terms of the Transaction Documents.
10. **Documentation:** All Transactions shall be documented to FPL's complete satisfaction on forms acceptable to FPL, at FPL's sole discretion. TPO shall not alter the form of any document supplied by FPL without the prior written consent of FPL.
11. **Brokerage Fee Return on Early Term Defaults:** If a Customer defaults in the payment of any of the first three (3) monthly payments which become due to FPL following closing of a Transaction, TPO agrees to return to FPL the total amount of the Brokerage Fee. Thereafter, if a Transaction defaults in making any of the next three payments due to FPL, TPO agrees to return 50% of the Brokerage Fee. Default will be defined for this as any payment past due over 90 days. TPO grants FPL the right of offset.

12. **TPO Protection:** Wherever possible, FPL will refer additional funding inquiries received from Customer to the TPO that submitted the most recent Transaction involving such Customer. TPO acknowledges, however, that oversight is possible and will not hold FPL liable for such oversight.
13. **Acts of Representatives:** TPO agrees that all of its duties and responsibilities arising out of this Agreement extend to anyone acting on TPO's behalf. TPO agrees that if it delegates to others, including Vendors or other brokers, any of its duties and responsibilities under or relating to this Agreement, such as obtaining or making other arrangements with regard to a Transaction, TPO shall remain fully responsible for any and all such actions as if TPO had taken such actions itself.
14. **Indemnity:** Both parties shall indemnify and hold each other harmless from any and all expense, injury and damage, including reasonable attorney's fees, which they may incur, pay or suffer as a result of acts or omissions by the other party, by its principals, employees, representatives, agents or independent contractors.
15. **Expenses of TPO:** FPL shall not be liable for any expenses incurred by TPO in connection with any Transaction submitted by TPO. Any and all such expenses shall be TPO's sole responsibility.
16. **Assignment and Successors in Interest:** TPO shall not assign, pledge or otherwise transfer any of its interest under this Agreement. FPL may freely assign its rights under this Agreement. Subject to the foregoing prohibition against TPO's assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.
17. **Termination:** This Agreement shall be effective upon execution, and shall continue in effect until terminated by either party upon thirty (30) days written notice. FPL may terminate this Agreement, effective immediately, upon breach of any term of this Agreement by TPO. The rights and obligations of the parties hereunder with respect to Transactions originated prior to termination of this Agreement shall survive such termination.
18. **Severability:** If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
19. **Choice of Law and Venue; Attorney's Fees:** Should either party file a suit for the purpose of enforcing this Agreement, the prevailing party shall be entitled to costs of suit and reasonable attorney's fees as may be awarded by a court of competent jurisdiction. The parties consent to the jurisdiction of state and federal courts located in the State of Washington and agrees to venue in King County, Washington. TPO agrees that any action it commences against FPL must be brought in such courts.
20. **Entire Agreement:** This Agreement, together with any Assignment executed with respect to a specific Transaction, represents the entire, final, and complete Agreement of the parties pertaining to the referral of any Transaction by TPO to FPL and supersedes or replaces all written or oral communications heretofore made or existing by and between the parties or their representatives with respect thereto. No modification of this Agreement shall be binding unless agreed to in writing and signed by the party against whom enforcement is sought. In the event there is a conflict between the terms of this Agreement and the terms of an Assignment, the terms of this Agreement shall control.

AN ELECTRONIC VERSION OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED AN ORIGINAL.

AGREED TO THIS, THE _____ DAY OF _____, 20_____.

TPO: _____ Financial Pacific Leasing, LLC

By: _____ By: _____

Title: _____ Title: _____