



BROKER AGREEMENT

This Agreement is entered into by and between Bryn Mawr Equipment Finance, Inc. d/b/a Bryn Mawr Funding ("BMF") and the participating Broker/Lessor (hereinafter referred to as "Broker/Lessor"). Broker/Lessor proposes to sell, assign, or refer equipment leases or similar contracts (hereinafter known as "Contracts") arising from the conduct of its business, including all of Broker/Lessor's right, title and interest in the equipment subject thereto, all claims under insurance policies, guarantees in connection therewith, and all proceeds thereof. BMF will purchase or accept from Broker/Lessor such Contracts, as BMF in its sole discretion considers creditworthy and acceptable. In consideration of the mutual promises, covenants and conditions set forth herein and intending to be legally bound, it is mutually agreed as follows:

1. Purchase of Leases. Broker/Lessor is in the business of originating Contracts and BMF will, from time to time, purchase or accept referral of such Contracts as may be acceptable to BMF and written on forms satisfactory to BMF. Broker/Lessor will assign or refer contracts to BMF in a form satisfactory to BMF. Broker/Lessor's obligations under an assignment will be in addition to those included in this agreement. If there is any conflict between the terms of any assignment and this agreement, the terms of this agreement will control.

2. Purchase Price. The consideration to be paid to Broker/Lessor by BMF for each Contract or Assigned Lease will be based upon BMF's then current commission schedules and applicable rate sheets, which shall be incorporated herein. Upon payment or credit of the purchase price and upon execution of the assignment by Broker/Lessor, full title to the lease, including all of the Broker/Lessor's rights, guarantees and warranties in connection therewith and all proceeds thereof, shall pass to BMF.

3. Representations and Warranties. As to each Contract assigned or referred by Broker/Lessor to BMF, Broker/Lessor warrants and represents that:

- (a) All requirements of all federal, state and local statutes as well as all other laws regulations and rules applicable to the Contract have been satisfied and Broker/Lessor agrees to indemnify BMF against, and hold BMF harmless from, all claims, actions, suits, proceedings, costs, expenses, loss, damages and liabilities, including attorney's fees, arising out of, connected with, relating to, or resulting from any contention, that there has been a violation of, or failure to comply properly with, any such laws, statutes, rules or regulations in connection with the Contract;
- (b) Broker/Lessor has the right to make such assignment or referral;
- (c) The Lease sold under the Contract is free from all liens or encumbrances except those in favor of BMF;
- (d) The Contract is valid and enforceable according to its terms;
- (e) The equipment covered by the Contract has been actually delivered to the Lessee named in the Contract;
- (f) That the credit information furnished by the lessee to Broker/Lessor shall be truly and accurately transmitted by Broker/Lessor to BMF and is accurate to the best of the Broker/Lessor's knowledge;
- (g) The equipment covered in the lease is not for personal, household or family purposes;
- (h) That any down payment shown on the credit applications has been actually paid;

Broker/Lessor agrees to repurchase a Contract for the unpaid balance thereof upon demand if: Any of the warranties or representations made by Broker/Lessor in the assignment or referral of the Contract or in this agreement have been breached or prove to be untrue or any of the warranties or representations made in paragraph 3 is breached.

4. Indemnification. Broker/Lessor agrees to indemnify and hold BMF harmless from any and all liability, demand, claims, costs or damages, including attorney's fees, which may be incurred by BMF as a result of any breach of warranty or obligation by the Broker/Lessor.

5. Assignment of Payments. Subsequent to the assignment of any Contracts by Broker/Lessor to BMF, Broker/Lessor agrees not to accept payments or tender of payments made to Broker/Lessor by any Lessee under any Contracts, but to refer such Lessee to BMF. Any payments made to Broker/Lessor under any Contracts purchased by BMF shall be held by the Broker/Lessor in trust for BMF and shall be delivered to BMF forthwith along with all necessary endorsements.

6. Exercising of Rights. BMF's failure to exercise any of its rights shall not operate as a waiver of any such rights and such rights shall continue until all Contracts have been paid in full. All of BMF's rights as provided herein shall be cumulative and not in the alternative and BMF's rights shall bind the Broker/Lessor, his heirs, assigns and successors-in-interest.

7. Termination. This agreement may be terminated at any time by either party upon written notice of termination sent to the other and termination shall be effective three (3) days after receipt of such notice, provided, however, that such termination shall not affect the responsibilities of BMF and Broker/Lessor as to any Contracts purchased prior to receipt of such notice. Notice of termination shall be sent to the address of each party hereinafter provided or such other address as may be furnished from time to time.

8. Binding Terms and Conditions. BMF and Broker/Lessor hereby acknowledge that if prior to the execution of this agreement Broker/Lessor assigned or referred certain Contracts to BMF and BMF purchased same; the terms and provisions of this agreement shall govern such Contracts.

9. Legal Notice Requirements. Broker/Lessor agrees to comply with and discharge all requirements of all federal and state laws that require certain notices to be provided to credit applicants with respect to each and any Referred or Assigned Lease or other Contract.

10. Choice of Law. The interpretation and construction of this agreement wherever made and executed and wherever to be performed shall be governed by the laws of the Commonwealth of Pennsylvania excluding its choice of law principles. The illegality of or invalidity of any particular provision of this agreement or any particular provision of this agreement or any phrase, sentence, clause or paragraph for any reason shall not affect the other provisions hereof.

11. Remedies. In any action to interpret or enforce the provisions of this agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs incurred.

12. Power of Attorney to File UCC Statements. Broker/Lessor hereby irrevocably grants power of attorney to BMF to file Uniform Commercial Code financing statements in your name, as BMF shall deem necessary or desirable, to record BMF's security interest or ownership interest in the Contracts or the Leased Equipment under the assigned Contracts. Broker/Lessor consents to BMF's disclosure of this Agreement to third parties as evidence of the grant of this power of attorney.

13. Entire Agreement. This Agreement constitutes the entire agreement between Broker/Lessor and BMF and supercedes any prior Agreement between the parties.

If executed on behalf of a corporation, the undersigned represents, warrants and certifies that said corporation or other legal entity has duly authorized and approved this agreement in accordance with its articles, by-laws or duly adopted resolution of the Board of Directors of said corporation. Broker/Lessor represents that it is a corporation or other entity whose name is:

Broker/Lessor Legal Name: _____

By: (X) _____ (Corporate Seal)

Name: _____ Title: _____ Date: _____

Bryn Mawr Equipment Finance, Inc. dba Bryn Mawr Funding

By: _____ Date: _____

J. Timothy Westburg, Senior Vice President