

MASTER PAYING AGENCY AGREEMENT

MASTER PAYING AGENCY AGREEMENT, dated as of [REDACTED] (the "Agreement") between Wells Fargo Bank Northwest, N.A. (the "Paying Agent"), and [REDACTED]

WITNESSETH:

WHEREAS, [REDACTED] as Lessor, has entered, or will enter into Leases with certain Lessees, and has entered, or will enter into, one or more Security Agreements with certain Lenders, in each case relating to a particular Lease or Leases.

WHEREAS, [REDACTED] has secured, or will secure, the Note(s) issued pursuant to such Security Agreements by the assignments to certain Lenders of among other things the Leases and Lease Payments (except to the extent of the Excluded Amounts) identified in each such Security Agreement.

WHEREAS, the Lessees have agreed, or will agree to pay the Lease Payments to the Lenders as [REDACTED] assignee.

WHEREAS, [REDACTED] desires to employ the Paying Agent to receive and distribute Lease Payments, and other payments made pursuant to the Leases with respect to the Equipment.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

The terms set forth in Exhibit A to this Agreement shall have the respective meanings as set forth therein. Such definitions shall be equally applicable to both the singular and plural forms of the respective terms. All other capitalized terms used herein and not set forth in Exhibit A or otherwise defined herein shall have the meanings set forth in the related Security Agreement.

2. Appointment of Paying Agent; Paying Agent to Perform Certain Acts.

- (a) [REDACTED] hereby appoints the Paying Agent, and the Paying Agent hereby accepts its appointment, as Paying Agent upon the terms and conditions herein set forth. The appointment of the Paying Agent is solely for the purpose of facilitating the distribution of payments with respect to Leases and Equipment and does not constitute an assignment by [REDACTED] or any Lender of any their rights under the Security Agreements to the Paying Agent.

- (b) [REDACTED] shall provide to the Paying Agent, from time to time, Lease Assignment Notices in the form of Exhibit B hereto which shall identify the Lender, Leases and Lessees which have been made subject to this Agreement.
- (c) Upon receipt of an executed Lease Assignment Notice, the Paying Agent promptly (but in no event later than the Closing Date) will execute and deliver to the Related Lender a Rental Instruction Letter with respect to the Lease in the form set forth in Exhibit C.
- (d) All monies received from each Lessee under a Lease (the "Related Lease") shall be held by the Paying Agent for the benefit and account of [REDACTED] or a Lender (as the case may be), to be paid to either [REDACTED] or such Lender (the "Related Lender") identified by [REDACTED] in the Lease Assignment Notice with respect to such Lease, and shall be paid to the Related Lender in accordance with Section 2(e) or to [REDACTED] in accordance with Section 2(f).
- (e) Any amounts when received by the Paying Agent from a Lessee under a Related Lease which has been assigned to a Related Lender shall be paid to such Lender when the amounts become available to the Paying Agent.
- (f) Any additional amounts received by the Paying Agent in respect of sales or use tax payments shall be paid to [REDACTED]
- (g) Any amounts received by the Paying Agent (i) prior to the date a Lease is assigned to a Related Lender, and/or (ii) subsequent to payment of all amounts due to the Related Lender under the Related Lease as confirmed in writing by the Related Lender, shall be paid to [REDACTED]
- (h) Payments shall be paid as set forth herein upon receipt of available funds, to [REDACTED] or the Related Lender at the address for payments set forth in such Lease Assignment Notice or Rental Instruction Letter (or to such other address as the Related Lender shall so direct hereafter in writing), without any setoff or other abatement arising out of claims of the Paying Agent or [REDACTED] against each other, the Lessee, the Related Lender, or any other person or entity.
- (i) Any amounts received by the Paying Agent under the Related Lease and corresponding Lease Assignment Notice shall be held in trust for the benefit and account of the Related Lender, but subject to the terms and conditions set forth in the Lease Assignment Notice, until actually paid to Related Lender. Paying Agent shall make payment of the

amounts payable under this Section 2 on the date good funds are received by wire transfer of immediately available funds in accordance with the instructions set forth in the Rental Instruction Letter.

- (j) Any amounts received by the Paying Agent by bank wire transfer or otherwise in immediately available funds after 12:00 noon (Pacific time zone) shall be deemed received by the Paying Agent on the next succeeding Business Day (as defined in the related Security Agreement).
- (k) All funds disbursed are done so provisionally against collection of amounts remitted to the Paying Agent by the Related Lessees. Funds disbursed to [REDACTED] or the Related Lender against which collection cannot be made shall be returned by [REDACTED] or the Related Lender, as the case may be, by wire transfer of immediately available funds. Loss of interest earnings as to the Paying Agent on disbursed funds shall be paid at the Federal Funds rate by [REDACTED] to the Paying Agent from the date the item was deposited for collection by the Paying Agent to, but not including, the date the Paying Agent is made whole by [REDACTED].
- (l) In the event the Paying Agent receives a payment without an accompanying invoice or with an unrecognizable invoice, the Paying Agent will not deposit such payment without authorization to do so, but unless otherwise directed by the Related Lender, will promptly provide notice to [REDACTED], and [REDACTED] will in turn provide a direction to the Paying Agent as to the disposition of such payment. Any monies received by the Paying Agent that are identified as paid pursuant to a Related Lease assigned to a Related Lender shall be paid to such Lender even if the amount is inconsistent with the applicable Lease Assignment Notice. Any Lease Payments which are not received by the Paying Agent in immediately available funds as and when such payments are due under the respective Lease(s) shall be distributed to Related Lender in immediately available funds as and when good funds are received by the Paying Agent.

3. [REDACTED] to Perform Certain Acts.

[REDACTED] agrees to provide and to assume responsibility for preparing reports to the Paying Agent of (i) the amounts invoiced to each Lessee under each Lease, (ii) the sales and use tax payments due with respect thereto, and (iii) the distribution of such receipts to the appropriate recipient. Such reports shall be in a form satisfactory to the Paying Agent and may be provided in a form suitable for

computer processing. [REDACTED] shall assume, as between [REDACTED] and the Paying Agent, all responsibility for the preparation and filing of all sales and use taxes, and property tax returns on property which is the subject of any Related Lease, together with the remittance of any taxes, interest, or penalties thereon.

4. Concerning the Paying Agent.

[REDACTED] and the Paying Agent hereby agree that the Paying Agent will perform the duties and obligations specified for it herein but only upon the terms and conditions set forth herein, including the following:

- (a) The Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and to use the same degree of care and skill in performing such duties as a prudent person would exercise under the circumstances in the conduct of his or her own affairs.
- (b) No provisions of this Agreement shall be construed to relieve the Paying Agent from liability for its own negligent action, negligent failure to act, or willful misconduct (provided, however, that the negligence or willful misconduct of [REDACTED], any Lender or any other person may not be imputed to the Paying Agent), except that:
 - (1) the Paying Agent shall not be responsible for the performance of any duties except as are specifically set forth in this Agreement against the Paying Agent, and no implied covenants or obligations shall be read into this Agreement against the Paying Agent, but its duties and obligations shall be determined solely by the express provisions of this Agreement and the Lease Assignment Notices;
 - (2) the Paying Agent may consult with counsel selected by it, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance with such advice or opinion of counsel;
 - (3) the Paying Agent shall not be liable with respect to any action taken or omitted to be taken by the Paying Agent in good faith in accordance with any instructions or request of any Lender under this Agreement which the Paying Agent is required to perform by the provisions hereof;
 - (4) the Paying Agent shall not be liable for any error of judgment made in good faith by any of its officers unless it shall be proved

that the Paying Agent was negligent in ascertaining the pertinent facts; and

- (5) In the absence of bad faith, the Paying Agent shall be entitled to rely upon any note, notice, resolution, request, consent, direction, certificate, affidavit, letter, telegram, message, statement, order or other document reasonably believed by the Paying Agent to be genuine and correct and to have been signed or sent by the proper person or persons.
- (c) The Paying Agent shall not be responsible for the correctness of the recitals and statements made in this Agreement (including any exhibit attached hereto) or the Lease Assignment Notices.
- (d) The Paying Agent shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Note(s), the Leases, the Security Agreements or any other documents or as to the existence of a default thereunder.
- (e) The Paying Agent makes no representation as to the correctness of any statement contained herein or in the Security Agreements, or as to the value or validity of the Collateral, and shall not be responsible for any filing or recording of any instrument with respect to the Collateral.
- (f) The Paying Agent shall be under no obligations with respect to the application of any monies paid to any Lender, [REDACTED], or any other person except as provided herein or in the Lease Assignment Notices.
- (g) The Paying Agent may perform any of the duties or exercise any of the powers provided for herein either directly or through its attorneys.
- (h) The Paying Agent shall be under no obligation to take any action to perfect or preserve unimpaired the security afforded by any of the Collateral and shall be under no obligations to undertake collection of any deficiency in any payment.
- (i) Except as provided in this Agreement, the Paying Agent assumes no obligations or liability under any of the Collateral by reason of its being paying agent hereunder.
- (j) The Paying Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be permitted nor required to take any actions under the Note(s), the Security Agreements or any other document which, in its reasonable judgment, would involve it in expense or liability unless it shall have been furnished reasonable

security and indemnity with regard to any liability, cost or expense it may incur and its reasonable fees in taking such action.

- (k) The reports required by sections 2(d) hereof shall be sufficient notice to the Lender of the Paying Agent's failure to receive any payment due under a Lease on the due date thereof.
- (l) The Paying Agent covenants and agrees that it shall give prompt written notice to the Related Lender and [REDACTED] if it shall have actual knowledge of an Event of Default. Actual knowledge for purposes of this subparagraph shall mean actual knowledge of an authorized officer of the Paying Agent.

5. Paying Agent's Compensation, Expenses, and Indemnity.

[REDACTED] will pay, or cause to be paid, to the Paying Agent (and any successor Paying Agent) reasonable compensation for its services and reasonable expenses hereunder. The compensation for services and expenses shall be detailed in a separate letter agreement executed by [REDACTED] and the Paying Agent. [REDACTED] shall indemnify the Paying Agent (and any successor Paying Agent) for any damages that it may incur hereunder which are not caused by the Paying Agent's own negligent action, negligent failure to act or willful misconduct.

6. Resignation, Removal and Replacement of the Paying Agent.

The Paying Agent may resign at any time by giving not less than 90 days prior written notice of resignation to all Lessees, all Lenders and Purchasers and [REDACTED] such resignation to be effective on the date specified in such notice. [REDACTED] may, but only with the written consent of each Related Lender, at any time upon 30 days' prior written notice, remove the Paying Agent for, or without, cause by an instrument or instruments in writing delivered to the Paying Agent, all Lenders and all Lessees; provided, however, that if an event of default, or any event which, with the passage of time or the giving of notice or both, would constitute an event of default, shall exist under the Related Lease, any notice given by a Related Lender hereunder shall be effective upon receipt thereof by the Paying Agent and the Paying Agent shall thereupon transfer all monies held hereunder to the Related Lender as instructed by such Lender. [REDACTED] upon receipt of the prior written notice required by this Section 6 and identification of the successor Paying Agent in accordance with the following paragraph, shall immediately cause to be delivered by [REDACTED] a notice which shall direct each Lessee to make all rent and other payments due under the Related Lease to the successor Paying Agent, if any, and if none, to the Related Lender. .

In case the office of Paying Agent shall become vacant for any reason (other than removal for cause as provided in the previous paragraph), [REDACTED] shall appoint a successor Paying Agent by an instrument or instruments in writing delivered to

such successor Paying Agent. Any successor Paying Agent appointed hereunder shall be, unless otherwise consented to by the Lenders; a bank or trust company authorized to conduct a trust business under the laws of any state or under Federal banking law with a capital and surplus of at least \$200,000,000. Any successor Paying Agent shall be subject to the approval of the Lenders.

Upon its appointment, such successor Paying Agent shall succeed to all the rights and obligations of the predecessor Paying Agent hereunder as if originally named herein, and the predecessor Paying Agent, at the expense of [REDACTED] shall duly assign, transfer and deliver to such successor Paying Agent all the rights and monies at the time held by the predecessor Paying Agent hereunder and with respect to all Collateral thereunder.

The predecessor Paying Agent shall furnish, at [REDACTED] expense, an accounting to the successor Paying Agent within 30 days of appointment of such successor Paying Agent. Such accounting shall be deemed accepted by the successor Paying Agent unless written objection to such accounting is served on the predecessor Paying Agent. Upon acceptance of the accounting by the successor Paying Agent, the predecessor Paying Agent shall be discharged from any further claim or liability under this Agreement by any person.

Any corporation into which the Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Paying Agent is a party, or any state or national bank or trust company in any manner succeeding to all or substantially all of the corporate trust business of the Paying Agent, shall automatically succeed to all of the rights and obligations of the Paying Agent hereunder without further action on the part of any of the parties hereto; provided that such successor has capital and surplus of at least \$200,000,000. Any such successor Paying Agent shall give written notice, within 30 days of such merger, consolidation, etc., to the Lenders, all Lessees and [REDACTED]

7. Further Assurance. Each party hereto will execute and deliver all such instruments and take all such action as the Paying Agent, from time to time, reasonably requests in order further to effectuate the purposes and to carry out the terms of this Agreement. Subject to Section 4(h) of this Agreement, the Paying Agent will execute and deliver all such instruments and take all such action as the Lenders under the Security Agreements from time to time, reasonably request in order further to effectuate the purposes and to carry out the terms of this Agreement, the Lease, and the Lease Assignment Notice, as the case may be.
8. Termination. Upon receipt by the Paying Agent of a certificate signed by an authorized officer of [REDACTED] affirming the receipt and payment in full (or the making of provisions satisfactory to the Lenders for the payment) of all other sums payable under this Agreement and each applicable Lease Assignment Notice, this Agreement shall terminate and the Paying Agent will execute and

deliver to the Lenders and [REDACTED] a proper instrument or instruments (prepared by [REDACTED] acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to the Lenders and [REDACTED] all of such rights and monies at the time held by the Paying Agent hereunder to which each of the Lenders and [REDACTED] are entitled, respectively.

9. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first-class, registered or certified mail, postage prepaid, addressed to the Lenders, the Lessees, the Paying Agent or [REDACTED] as the case may be, at their respective addresses listed on the Lease Assignment Notices, or as they shall, from time to time, designate to the parties hereto.
10. Miscellaneous. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The headings in this Agreement are for convenience of reference only and shall not define or limit the terms hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement may be executed in one or more counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed to be original, and such counterparts, together, shall be sufficiently evidenced by one of such original counterparts. The Paying Agent shall receive and hold for the benefit of the parties hereto a set of fully executed counterparts of this Agreement. Nothing herein shall be deemed to modify, amend or waive any term or condition of, or any right or power of the Lender contained in the Notes(s), or any Security Agreement.

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

[REDACTED]
[REDACTED]
[REDACTED]

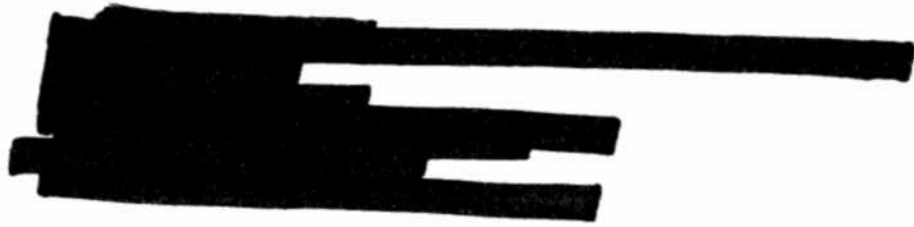


EXHIBIT A

Definitions. For all purposes of this Agency Agreement the following terms shall have the following meanings:

“Closing Date” shall mean the date upon which the Related Lender will make a loan described in the Related Security Agreement as confirmed in writing by [REDACTED] in the Lease Assignment Notice.

“Collateral” with respect to each Note shall have the meaning set forth in the related Security Agreement.

“Equipment” with respect to each Note shall have the meaning set forth in the related Security Agreement.

“Excluded Amounts” with respect to each Lease shall have the meaning set forth in the related Security Agreement.

“Lease Assignment Notice” shall mean each notice from [REDACTED] in the form of Exhibit B hereto which identifies additional Leases(s) which are subject to the terms of this Agreement.

“Leases” and “Related Leases” shall mean the Master Leases and Equipment Schedules between [REDACTED] as Lessor and Lessees as may be identified from time to time in the Lease Assignment Notice sent to the Paying Agent by [REDACTED] and which shall become subject to the terms of this Agreement.

“Lease Payments” with respect to each Note shall have the meaning set forth in the related Security Agreement.

“Lender” and “Related Lender” with respect to each Lease and Security Agreement, shall mean the lender or purchaser identified in a Lease Assignment Notice.

“Lessee” shall mean the party identified as a Lessee under each Lease identified in a Lease Assignment Notice.

“Note(s)” shall mean the Note(s) issued to evidence a Loan made under a Security Agreement.

“Permitted Investments” shall mean time certificates of deposit, savings certificates, depository accounts, or repurchase agreements of United States National Banking Associations, including the Paying Agent, or state banks incorporated under the laws of any state of the United States. Any such banking institution must have a combined capital and surplus of at least \$100,000,000 and be a member of the Federal

Reserve System. For convenience, the Paying Agent may combine for investment funds awaiting distribution in any number of accounts which may be opened under this Agreement and the Paying Agent shall be under no duty to segregate such funds during the time of their investment. Such combination of funds may be effected by the Paying Agent through the automated capabilities of its trust accounting system, or such other means as it shall determine to be practical under the circumstances.

“Rental Instruction Letter” shall mean a notice, executed by the Paying Agent, given to the Related Lender which contains the terms and agreements substantially in the form attached hereto as Exhibit B.

“Security Agreement” with respect to a particular Lease, shall mean a Security Agreement (Chattel Mortgage and Assignment of Lease), Assignment Agreement, Purchase and Sale Agreement, Portfolio Purchase Agreement between [REDACTED] and the Lender identified in the Lease Assignment Notice (or any other titled agreement which serves as the security agreement between [REDACTED] and the Lender) .

EXHIBIT B
LEASE ASSIGNMENT NOTICE
(LETTERHEAD OF FFCL)

Date: _____

Wells Fargo Bank Northwest, N.A.

Re: Master Agreement of Lease, dated as of _____, between _____, as
"Lessor" and _____, as lessee (the "Lessee"), to the extent, but only to
the extent of Equipment Schedule(s) No. _____ thereto (the "Lease"); and the
Security Agreement, dated as of _____, between [REDACTED] and the Secured
Party identified below

Dear Sirs:

This will constitute notice pursuant to the above-referenced Lease that effective
_____ (the "Loan Closing Date"), [REDACTED] will have
assigned the payments due under the Lease and will have granted a security interest in the
Lease and the Equipment leased thereunder to the following secured party (the "Secured
Party"):

XYZ Bank

The assignment has been made as security for loans made to [REDACTED] with respect to the
Equipment.

The Lessee has been directed to make all payments due or to become due under the
Lease directly to you as the Paying Agent.

Effective this date, [REDACTED] directs you to act as agent for the Secured Party with respect
to the foregoing payments and all related matters, to hold any such payments in trust for the
Secured Party, and to act as agent for the Secured Party pursuant to the Master Paying Agency
Agreement dated as of _____.

Please make all remittances to the Secured Party in accordance with the Notice of
Assignment attached hereto, by wire transfer to:

The Secured Party shall have and be entitled to exercise any and all discretion, rights and powers of the Lessor under the Lease. Notwithstanding the foregoing statement, this will confirm that [REDACTED] shall remain obligated to perform all obligations of the Lessor under the Lease and that neither the Secured Party nor the Paying Agent shall be liable to perform such obligations.

[REDACTED]

By: _____
Title: _____

Receipt Acknowledged by:

WELLS FARGO BANK NORTHWEST, N.A.

By: _____
Title: _____

EXHIBIT C

RENTAL INSTRUCTION LETTER
(LETTERHEAD PAYING AGENT)

Date: _____

(Name and Address of Lender)

Re: Master Agreement of Lease dated as of _____ between _____, as Lessor, and _____, as Lessee, together with Equipment Schedule No. ___ dated _____ thereto (the "Lease")

Dear Sirs:

The undersigned has been appointed paying agent with respect to all amounts payable by the above Lessee under the above Lease. _____ has delivered to the undersigned a Lease Assignment Notice form as required by the Master Paying Agency Agreement (the "Agency Agreement") dated as of _____ between the undersigned and _____. Said notice has designated you as the Secured Party/Security Assignee with respect to the Lease. The undersigned hereby confirms that it will pay to you to the extent received by it:

commencing _____, 200_ and continuing to and including _____, 200_, __ monthly/quarterly payments of \$ _____,

together with all other amounts (except sales and/or use tax payments) received by it under and with respect to such Lease, as provided in the Agency Agreement. These payments will be made by wire transfer to:

(INSERT NAME, ADDRESS, BANK ROUTING NUMBER AND ACCOUNT # OF
PAYEE INSTITUTION)

provided that any amount to be received from the Lessee in respect of taxes will be paid by the undersigned to _____ who in turn will make the appropriate tax payments directly to the state or municipal taxing authorities. None of the terms and conditions of the Agency Agreement or this letter will be revoked or modified by the undersigned in any way without your prior written consent.

All payments made by the Agent to you hereunder are subject to the collection of items received by us from the related Lessee. In the event any item is returned uncollected, the Agent will be entitled to reimbursement by wire transfer of sums advanced to you against such item. Your attention is directed to the Agency Agreement for a complete statement of the duties, powers and immunities of the Agent.

Please return to us a signed copy of this Rental Instruction Letter for our files.

Wells Fargo Bank Northwest, N.A.,
Not in its individual capacity, but solely as Agent
By: _____

Title: _____

RECEIPT OF THIS LETTER IS HEREBY ACKNOWLEDGED:

(NAME OF LENDER)

By: _____

Title: _____

Date: _____