



Instructions:

1. Complete **ALL REQUIRED** sections below for submission
2. Fax this page to: (971) 252-4128
3. If you have questions, call (971) 223-5213

Commercial Origination Fee Agreement

The signatories to this agreement are:

Access Capital NW, LLC (“ACNWLLC”) and,

NAME _____
COMPANY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE/FAX _____
EMAIL ADDRESS _____

THIS BUSINESS LOAN ORIGINATORS AGREEMENT (the Agreement) is made and entered into the by and between Access Capital NW, LLC, herein known as the (“Loan Originator(s)”) and _____ herein known as the (“Client”).

1. AGREEMENT; SCOPE

1.1 Engagement

Client hereby retains Loan Originator as its (___ exclusive ___ non-exclusive) Loan Originator for this transaction to obtain and review financial and business information about the Client and any co-signers or guarantors, design the structure of, and arrange for equity and/or debt financing for Client’s Projects, described below, during the term of this Agreement and any extension hereof. Client hereby agrees to engage Loan Originator to provide the services specified in Section 2 below and Loan Originator hereby agrees to provide such services to Client upon the terms and conditions hereinafter set forth.

1.2 Relationship of the Parties

It is expressly acknowledged by the parties hereto that Loan Originator is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture of any kind including any landlord/tenant relationship between Client and Loan Originator. Client shall not have any right to exercise any control or discretion over the manner or method by which Loan Originator performs services hereunder; provided, however, the services to be provided by Loan Originator hereunder shall be provided in a manner consistent with the professional standards governing such services and the provisions of this Agreement. Neither party shall have any authority to act for the other party, except as expressly provided herein.

2. SERVICES

2.1 Advice and Counsel

Loan Originator will provide advice and counsel to Client to include all consulting services, including compiling information supplied by the client into a model to be submitted to the Institutional Banking unit to meet the criteria for certain equity and or debt financings.

2.2 Introductions to the Investment Community

Loan Originator has substantial contacts among members of the investment community throughout the United States. Loan Originator shall introduce these contacts to Client so as to enable Client to establish relationships with investment banking firms, institutional banking firms, and investment professionals and to provide them with corporate information about Client on a regular and continuous basis. Loan Originator understands that this is in keeping with Client's business objectives. Client understands and agrees that Loan Originator shall only make introductions to potential investors and financial institutions.

2.2a Scope of Consulting Services

Consulting services to be provided hereunder include recommending financing structures and making introductions to and managing relationships with, funding sources introduced to Client from the Loan Originator's proprietary business contacts, which consist of private and public investment funds, investment bankers, bond and tax credit brokers, private investors, bankers and insurance lenders. The services to be provided include any services ancillary to funding the Project and any funding package or structure approved by the Client and any modification to the Project or to the structure of the funding requested by the Client.

2.3 Due Diligence

Loan Originator may undertake due diligence with respect to proposed financial and business transactions involving Client, including investigation and advice relating to certain financial programs to the benefit of the Client.

2.4 Additional Services

Loan Originator may provide such further and additional services as is necessary to fulfill its engagement or may be mutually agreed upon by the parties.

2.5 Best Efforts

Loan Originator shall devote such time and best efforts as may be reasonably necessary to perform the foregoing services. Client expressly acknowledges and understands that Loan Originator cannot guarantee results concerning the investment of capital in Client or the successful consummation of any transaction contemplated by Client.

2.6 Limitation of Services

2.6.1 It is expressly acknowledged that Loan Originator has not agreed with Client, in this Agreement or any other agreement, verbal or written, to offer or sell any security, or be a market-maker or securities dealer in any security.

2.6.2 The compensation paid to Loan Originator herein is not, and shall not be construed as, compensation for the offer or sale of any security or for the purpose of making a market or acting as a dealer in any security, or the submission of an application to make a market in any security.

2.6.3 The parties agree that the services to be provided by Loan Originator shall not be for the purpose of affecting the price of any security or influencing market making activities in any security, including, but not limited to, the submission of an application to make a market, the entry of bid/ask quotations or retail securities trading activities.

3. COMPENSATION

- A. **Loan Application Fee.** Loan Originator shall earn a Loan Application Fee, which shall be in the amount of _____ (\$_____.00). This is apart from any and all monies that may be charged by a binding third party (i.e. Investment banking Firm).

The Loan Originator will diligently package the Client's project and submit the Client's project to no less than three (3) lenders. The Client acknowledges that the Loan Application Fee to perform such services is **non-refundable**.

- B. **Loan Commitment Fee.** In the event that Loan Originator secures a binding third party (I.E. Investment banking Firm) commitment for funding a Project that was requested by Client for such Project or conforming to any modification by Client of such requested funding on terms and conditions previously approved by Client, and despite such commitment, the Client agrees to pay Loan Originator a Loan Commitment Fee in the amount of _____percent (____%) of the loan amount. This Loan Commitment Fee shall be paid in advance, the proceeds of which may be used by Loan Originator in whole or in part to pay for its out-of-pocket expenses associated with its services provided hereunder.

The Loan Originator makes no guarantee regarding the feasibility of the client's project nor does the Loan Originator guarantee funding. The Loan Originator will diligently package the Client's project and submit the Client's project to no less than three (3) lenders. The Client acknowledges that the Advance Fee to perform such services is **non-refundable**.

- C. **Funding Success Fee.** Loan Originator shall earn a Funding Success Fee in the amount of _____percent (____%) of the gross amount of any financing secured for the Project through the efforts of Loan Originator or its agents or assigns, or through any referral made by Loan Originator hereunder. The Funding Success Fee shall be payable in cash at the first closing and any successive closing of subsequent funding tranches, if applicable, of a proportionate amount based on the amount that total loan or investment proceeds disbursed at any of such interim closings to or for the benefit of the Client and/or a Project, bear to the entire funding. Client agrees that by his signature below, Loan Originator has Client's irrevocable consent to file a copy of this Agreement with the ultimate disbursement agent for a contemplated funding, which shall serve for all purposes as Client's authorization and instruction to such agent to pay the amount of this Funding Success Fee. Payment of the Funding Success Fee shall be paid either in cash, by bank wire transfer or certified check to the Loan Originator's designated accounts upon any such funding or interim funding or closing of the transaction to:

Funding Success Fee is paid By Trustee at Funding to:

Access Capital NW, LLC
10117 SE Sunnyside Rd, Suite F122
Clackamas, OR 97015

D. **Other Consideration.** Loan Originator shall be paid such additional compensation as shall be agreed to in a duly executed written addendum attached to this Agreement, or as set forth in the following Schedule(s), attached hereto and incorporated herein by reference:

Advance fee of _____ (\$ _____ .00) for purposes of incurred expenses by the commercial loan originator. Should any portion of the advance fee not be used towards incurred expenses, it shall be applied towards the Funding Success Fee as provided in section 3B or the Loan Commitment Fee in section 3C.

4. CLIENT REPRESENTATIONS AND WARRANTIES

Client hereby represents and warrants to Loan Originator, as follows:

4.1 Authorization

Client has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereunder.

4.2 No Violation

Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder will violate any provision of the charter or by-laws of Client or, violate, or be in conflict with, or constitute a default under, any agreement or commitment to which Client is a party, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority.

5. CONFIDENTIALITY AND NON-DISCLOSURE

During and after the term of this Agreement, Client shall maintain the confidentiality of and shall not furnish, release, disclose or otherwise make available to third parties, in any form whatsoever, without the prior written consent of Loan Originators, any names, addresses, telephone or telefax numbers, business plans, production processes, financial projections or other information, written or oral (the Confidential Information), relating to any joint venture partners, merger/acquisition candidates, securities dealers and market-makers, investment opportunities, or sources of capital made known to Client by Loan Originators or whom Client learned of, directly or indirectly, from Loan Originators. Client recognizes and acknowledges that the Confidential Information shall be considered the property of Loan Originators and that Loan Originators has expended considerable time and expense in obtaining and developing the Confidential Information.

6. NON-CIRCUMVENTION

During and after the term of this Agreement, Client shall not circumvent or attempt to circumvent Loan Originator and enter into any agreement or arrangement with any joint venture partner, merger/acquisition candidate, securities dealer or market-maker, investment banking firm, investor or source of capital made known to Client by Loan Originator or whom Client learned of, directly or indirectly, from Loan Originator, without notice given to, and consent given from, the Loan Originator. In the event the Loan Originator is successful in its efforts as described herein, Loan Originator shall have a first right of refusal to accept an exclusive engagement for future financial advisory to the Company on terms to be mutually agreed to in writing under separate agreement. Said right of refusal shall be subordinate to similar rights offered to other parties by the Client prior to the date of this Agreement and shall be null and void if the parties with rights senior to Loan Originator elect to exercise their right of first refusal.

7. INJUNCTIVE RELIEF

In the event of a breach or threatened breach of the provisions of Section 5 or Section 6 of this Agreement, Client agrees that Loan Originator shall be entitled to an injunction enjoining and restraining such breach or threatened breach and such other remedies as may be available to Loan Originator. Client agrees and acknowledges that a breach or threatened breach of the provisions of Section 5 or Section 6 shall cause Loan Originator to suffer irreparable damages, including Loan Originator's inability to prove specific money damages. Should a breach of this contract occur as a result of any actions of the Client, the Client agrees to pay Loan Originator Injunctive Relief Damages in the sum of \$**500,000** per violation.

8. MERGER OF CLIENT

Client and Loan Originator acknowledge and agree that the rights and obligations of the parties in this Agreement shall remain in full force and effect, notwithstanding the merger of Client into another corporation or other business. In such event, it is expressly agreed that the surviving corporation or business of such merger shall be bound by and comply with the terms and conditions of this Agreement, including the compensation payable to Loan Originator in Section 3.

9. TERM/EXTENSIONS

The initial term of this Agreement shall be for a period of one year from the Effective Date hereof. The term of this Agreement will be automatically extended for an additional calendar year from the date that Client requests an increase/decrease in funding and/or a material change in terms of the proposed funding for a Project. This Agreement may be terminated by either party upon thirty (30) days written notice to the other by Certified Mail, Return Receipt Requested to the respective party's address set forth in the opening paragraph of this Agreement or to an address provided by such party to the other in a prior written notice requesting all future notices to be delivered to such address. However, any business transactions that are in negotiation during the term of this Agreement and are ultimately consummated within a period of three years thereafter shall be subject to the provisions of this Agreement.

10. MISCELLANEOUS

10.1 Amendment and Modification

This Agreement may only be amended or modified by a writing signed by the party against whom enforcement of any such amendment or modification is sought.

10.2 Notices

Any written notice to be given hereunder by a party to the other party may be effected by personal delivery, facsimile transmission or by mail, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but any party may change his address by written notice in accordance with this Agreement. Notices delivered personally or by facsimile transmission shall be deemed to have been given upon actual receipt thereof; mailed notices shall be deemed communicated as of three (3) days after mailing.

10.3 Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but neither this Agreement nor any of the rights, interests or

obligations hereunder shall be assigned by either party without the prior written consent of the other party.

10.5 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon, County of Clackamas.

10.6 Litigation

The prevailing party in any litigation relating to the interpretation, application or enforcement of any provision of this Agreement shall be entitled to recover against the other party costs and reasonable attorney’s fees.

10.7 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.8 Headings

The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

10.9 Entire Agreement

This Agreement sets forth the entire agreement of the parties hereto and supersedes any prior agreements or understandings, whether oral or written, between the parties.

10.10 Further Assistance

Each party agrees that it shall from time to time take such further actions and execute such additional instruments as may be reasonably necessary to implement and carry out the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Business Loan Originators Agreement to be duly executed as of the day and year first above written.

Executed on this _____ day of _____, 200__.

ACCEPTED BY SIGNATORY:

ACCEPTED BY ACNWLLC:

Access Capital NW, LLC
Christopher D. Moore, Commercial Dir.
10117 SE Sunnyside Road, Suite F122
Clackamas, OR 97015
(971) 223-5213 phone (971) 252-4128 fax
chris.moore@comcast.net

Signature Christopher D. Moore