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MASTER REMARKETING AGREEMENT

This Agreement is dated as of this ___ day of _____, 201__, and is BY AND BETWEEN:

OWNER CORPORATION, a Nevada corporation, having its principal place of business at _____ (hereinafter referred to as "Owner"),

and

AGENT CORPORATION, an Illinois corporation, having its principal place of business at _____ (hereinafter referred to as "Agent").

WHEREAS, Owner has and will be acquiring certain equipment ("Equipment"), comprising personal computers, printers, telephone systems and related equipment and software, which will be leased to certain lessees pursuant to leases ("Leases") entered into by and between Ajax, Inc., as lessor, and the various lessees, as lessee listed and described in the Purchase Schedules (individually, the "Purchase Schedule" or "Schedule") which may be prepared from time to time and executed by the parties hereto in the form of Exhibit A, attached hereto and incorporated as a part hereof;

WHEREAS, upon acquisition of the Equipment by Owner, the Equipment will be leased to certain lessees pursuant to leases ("Leases") entered into by and between Agent, as lessor, and the various lessees, as lessee, with Agent having assigned all of its rights as lessor under the Leases to Owner upon the Owner's acquisition of the Equipment, subject lien of the Noteholders under the Indenture and the security interest of the Seller under the Purchase Agreement;

WHEREAS, the parties hereto desire to enter into this Remarketing Agreement to provide for the Remarketing of the Equipment commencing upon the termination of the Initial Lease with respect to the Equipment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

SECTION I

DEFINITIONS

Section 1.1 Defined Terms. The following terms when used herein shall have the following meanings:

"Closing Date": The date of Closing, as defined in the Purchase Agreement.

"Equipment": The equipment identified and described in the Schedules hereto.

"Event of Default": Defined in Section 4.1.

"Indenture": Defined in the Purchase Agreement.

"Initial Leases": Leases to which the Equipment was subject when Owner acquired the Equipment.

"Initial Lease Termination Date": The earlier of the Initial Lease Expiration Date or (b) the date of the earlier termination of the Initial Lease pursuant to the terms thereof.

"Lease": Any lease of any Equipment by a user of such Equipment, or other leasehold held by a person not constituting the ultimate user of such Equipment.

"Lease Termination Date": With respect to any Lease, the date the Term of the Lease expires.

"Lender Liens": Defined in Section 3.1.2 and 3.1.3.

"Lessee": A lessee under a Lease.

"Net Remarketing Proceeds": Defined in Section 2.4.

"Noteholders": Defined in the Purchase Agreement.

"Purchase Agreement": Master Purchase and Sale Agreement dated September __, 201__, by and among Owner, as buyer, FFC Funding Corp. I, as seller, and Agent, together with all Purchase Schedules executed in connection therewith.

"Remarket" or "Remarketing": With respect to any Equipment, the remarketing of such by (a) lease or re-lease to a Lessee or other user (including any lease extension, renewal or restructure of an existing or subsequent Lease), (b) sale, or (c) other exchange.

"Residual Release Event": Defined in the Release of Lien, attached as Exhibit F to the Purchase Agreement.

"Schedule": A Purchase Schedule entered into under the Purchase Agreement.

"Servicing Agreement": The Servicing Agreement, dated as of April 1, 201__, among the Agent, as Servicer, and Bank Alaska, National Association.

"Subject Equipment": All Equipment, except Equipment sold to a third party hereunder or to which Agent no longer has exclusive remarketing rights under Section 2.8

hereof, however, in the event Owner accepts a proposed Remarketing by Agent of any such equipment after the termination of Agent's exclusivity period, such equipment shall thereupon again be subject to Agent's exclusivity rights under Section 2.8.

"Target Amount": With respect to each Schedule, an amount which shall be computed monthly, as provided below, each month after the Closing Date for such Schedule until the amount equals zero. The initial Target Amount with respect to a Schedule shall equal the initial Purchase Price paid by Owner for all of the Equipment under that Schedule. Each month following the Closing Date for such Schedule, the Target Amount shall be adjusted by reducing said amount by the total Net Remarketing Proceeds actually received by Owner in such month with respect to Equipment under the Schedule and by increasing the Target Amount by 1.375% of the Target Amount at the beginning of such month to provide for a 16.5% annual return to the Owner, compounded monthly.

"Upgrade": Any accessory, equipment or device manufactured or sold by the manufacturer or other vendor of the Equipment for installation on the Equipment and installed at the applicable Lessee's request and in compliance with said manufacturer's installation procedures, provided that such item does not impair the function, use or value of the Equipment.

Section 1.2 Nomenclature. In this Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other gender; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms; references to persons or other entities include their permitted successors and assigns; unless the context otherwise requires, references to Sections and Exhibits refer to sections and exhibits of this Agreement; and, in the computation of periods of time from a specified date to a later specified date, the work "from" means "from and including" and the words "to" and "until" each means "to but excluding."

Section 1.3 Master Agreement. This contract is a Master Remarketing Agreement. The terms of each Schedule are subject to any and all conditions and provisions set forth herein at the time of execution of such Schedule. Each Schedule shall provide a description of the Equipment, Lessor, Lessee, Lease Term, Initial Lease Expiration Date, and such other information as may be required. Each Schedule is enforceable according to the terms and conditions contained therein and in the event of a conflict between the language of the Master Remarketing Agreement and any Schedule hereto, the language of the Schedule shall prevail in respect to that Schedule shall prevail in respect to that Schedule.

SECTION II

REMARKETING DUTIES

Section 2.1 Appointment and Acceptance of Duties. Subject to the terms and conditions of this Agreement, Owner hereby appoints, subject to the terms hereof, Agent as its exclusive agent, for the term hereof to Remarket the Subject Equipment. Agent accepts such appointment and agrees

to Remarket the Subject Equipment as provided for in this Agreement.

Section 2.2 Responsibilities of Agent. During the term of this Agreement, Agent shall in accordance with Section 2.3:

(a) Remarket the Subject Equipment in a manner that will maximize the fair market value of the Subject Equipment for sale or re-lease after the applicable Lease Termination Date and, in connection therewith, carry out such remarketing activities as may be reasonably requested by Owner from time to time.

(b) Perform all services with respect to the Subject Equipment that are performed customarily by Agent in connection with the management and administration of leases of computer, communicating, telephone and related equipment, in accordance with Agent's regular business practices, including but not limited to the following:

(i) Invoice, collect, account for, pay over as required and report lease payments.

(ii) Enforce the Lessee's maintenance obligations under the Leases.

(iii) Administer the billing, collection and payment to the proper governmental agency of all sales, use, property and other like taxes due with respect to the Subject Equipment or rentals due thereon, and report to the Owner with respect to the same.

(iv) Enforce the provisions of the Leases as they pertain to casualty, liability and other insurance.

(v) Keep Owner informed as to the location of each item of Equipment.

(vi) Advise Owner of all actions taken with respect to the Equipment other than routine administrative actions.

(vii) Abstain from making any representation or promise, or taking any action for, on behalf of, or in the name of, Owner, other than as authorized under this Agreement.

(viii) Maintain all records and receipts pertaining to (i) the Remarketing activities of Agent hereunder and (ii) the foregoing duties and activities. Agent shall retain all such records until it provides originals or copies to Owner not less frequently than quarterly and provide Equipment and Lease activity reports to Owner on a quarterly basis.

(c) Perform such other responsibilities consistent with Agent's obligations under this Agreement.

Section 2.3 Standard of Care. Agent, in performing or discharging its responsibilities under this Agreement, shall discharge and perform its obligations at a level no less than the higher of (i) commercially reasonable standards or (ii) standards utilized by Agent when dealing with its own technology equipment.

Section 2.4 Net Remarketing Proceeds.

2.4.1. Subject to the adjustments set forth in the following provisions of this Section 2.4, Net Remarketing Proceeds shall equal:

- (a) proceeds collected with respect to any Remarketing attributable or allocable to any period after the applicable Lease Termination Date, less
- (b) reasonable direct expenses of Agent payable to unaffiliated third parties in connection with the Remarketing of the Subject Equipment, including but not limited to the reasonable costs of installation, de-installation, maintenance, service, refurbishment, storage, transportation, insurance and, subject to Section 2.4.2(a), shipping to and from points of installation, provided that such direct expenses shall specifically exclude commissions payable to salespersons.

2.4.2 The following adjustments shall be made to any calculation of Net Remarketing Proceeds.

(a) No amount claimed to be a deduction under Section 2.4.1(b) in the determination of Net Remarketing Proceeds shall be permitted unless Agent shall have satisfied any written request by Owner to provide written documentation (including copies of applicable invoices) confirming the expenses claimed to be a deduction in determining Net Remarketing Proceeds, and

(b) Subject to the following sentence, Net Remarketing Proceeds shall include those amounts resulting from a discounting with a lender of rentals payable under a Lease to the extent such amounts are allocable or attributable to periods after the Initial Lease Termination Date, and, for purposes of this Section 2.4, the proceeds of such discounting shall be considered in lieu of rentals payable under such Lease. In no event, however, shall Net Remarketing Proceeds include any rental stream so discounted or any proceeds from such discounting, to the extent such proceeds are applied to any payment of indebtedness that was at any time secured, or otherwise payable, by the rentals under any Initial Lease.

(c) In any circumstances in which Agent Remarkets to a third party both Subject Equipment owned by Owner and other equipment owned by Agent or any other owner ("Other Equipment"), the amount of Net Remarketing Proceeds attributable to the Owner Equipment and the amount of Net Remarketing Proceeds attributable to the Other Equipment shall be in proportion to the respective fair market values of the Owner Equipment at the time of such Remarketing, regardless of any contrary agreement of Agent with third parties.

Section 2.5 Trust.

2.5.1 All Remarketing Proceeds that are received by Agent shall be received in trust ("Trust Funds") for the benefit of Owner, and shall not be subject to the claims of creditors of Agent. Trust Funds shall be subject to the provisions of Section 2.9.

2.5.2 All original executed versions of Leases that may, from time to time, be in the possession of Agent shall be held by Agent in trust for, and on behalf of, Owner.

Section 2.6 Agent's Compensation.

2.6.1 Until the expiration or termination of this Agreement (whether in the case of a particular item of Equipment, or pursuant to a termination of this Agreement in whole), Agent shall receive a remarketing fee equal to 30% of Net Remarketing Proceeds, whether such collection is made directly by Agent or is deposited in a separate trust account pursuant to Section 2.9 after the Target Amount has been reduced to zero. Agent shall be entitled to no remarketing fee prior to the Target Amount being reduced to zero. Said fee shall be paid to Agent as compensation for Remarketing Equipment on behalf of Owner and performing Agent's other obligations under this Agreement. If Agent's exclusive right to Remarket any item of Equipment terminates pursuant to Section 2.8 hereof or if this Agreement terminates in its entirety, Agent shall receive no remarketing fee with respect to the Remarketing of any such item of Equipment or other Subject Equipment, unless such item of Equipment is Remarketed to a Lessee (i) pursuant to a transaction that is arranged substantially by Agent or (ii) with which Agent had engaged in substantive negotiations that are documented by Agent with respect to the same specific items of Equipment prior to the earlier to occur of the end of the exclusivity period or the date this Agreement terminates in its entirety.

2.6.2. Agent's remarketing fee shall be paid to Agent in accordance with Section 2.9 hereof.

Section 2.7 Term. The term of this Agreement shall commence upon the date hereof and shall terminate with respect to any item of Subject Equipment when its useful life has ended or the earlier termination of Agent's exclusivity rights (as provided in Section 2.8 hereof) with respect to such item of Subject Equipment. This Agreement shall terminate in its entirety, at the option of Owner upon the occurrence of an Event of Default.

Section 2.8 Exclusivity. Prior to Residual Release Event with respect to any Equipment, the Remarketing of such Equipment shall be subject to the terms and conditions of the Servicing Agreement. During such period of time, in the event of a conflict between the terms and conditions of the Servicing Agreement and the terms and conditions of this Agreement with respect to such Equipment, the terms and conditions of the Servicing Agreement shall prevail. After the occurrence of the Residual Release Event with respect to any Equipment, Agent shall have the exclusive right to Remarket each such item of the Subject Equipment, until the later of (a) the Equipment no longer being subject to the Servicing Agreement or (b) such time that Agent fails to arrange for the successful Remarketing of such item within ninety (90) days after such item comes off lease (upon the expiration or other termination of a Lease), in which case exclusivity shall expire only with regard to such item, or (c) the occurrence of an Event of Default (unless such Event of Default is

waived by the owner), or (d) the termination of this Agreement, whether pursuant to Section 2.7 or otherwise.

Section 2.9 Collection of Net Remarketing Proceeds. In acknowledgment that all Net Remarketing Proceeds are, upon their receipt, the property of Owner, Net Remarketing Proceeds shall be collected for Owner in accordance with, and subject to, the following provisions of this Section 2.9. Subject to the last two sentences of this Section 2.9, all Net Remarketing Proceeds shall be collected by Agent in trust on behalf of Owner. Agent shall provide an accounting not less than quarterly of all such Net Remarketing Proceeds collected on behalf of Owner and shall remit such Net Remarketing Proceeds, less Agent's remarketing fee, if any, provided for in Section 2.6.1, within twenty (20) days following receipt thereof by Agent. Owner shall, however, have the right to direct that all such Net Remarketing Proceeds be deposited in a separate trust account that is the property of Owner, with Agent having authority to withdraw only its remarketing fees from the trust account, after presentation of appropriate documentation to owner. Pursuant to a termination of this Agreement, whether with respect to a particular item of Equipment or with respect to all of the Subject Equipment, may, subject to any Lender Liens, direct each Lessee of a relevant item of Subject Equipment to make direct payment to Owner.

Section 2.10 Notification of Owner and Solicitation of Approval.

(a) At all times prior to the termination of this Agreement, Agent shall notify Owner in writing of any proposed Remarketing, which notice shall include all relevant details with respect to the proposed Remarketing.

(b) Such proposed Remarketing shall be made only with the prior written, discretionary approval of the Owner.

(c) Owner shall use its best efforts to respond within 72 hours. Failure of Owner to respond within the time frame set forth above shall constitute a rejection of the proposed Remarketing described in Subsection 2.10(b).

(d) With respect to any Remarketing permitted under this Agreement, Agent is authorized to execute and deliver any Lease (including any amendment or modification thereto) with respect to such Remarketing for and on behalf of Owner.

SECTION III

AGENT'S RIGHTS WITH RESPECT TO EQUIPMENT AND USER LEASES

Section 3.1 Agent's Rights Regarding Restructuring, Financing and Upgrades. Provided no Event of Default has occurred and is continuing, Agent shall have the following rights with respect to the Subject Equipment and Leases which Agent agrees to exercise consistent with the standard in Section 2.3.

3.1.1. Restructuring. Agent shall have the right to terminate existing Leases (but

only if such termination results in no liability to Owner), enter into new Leases or extend existing Leases as provided in Section 2.10. Agent shall in no event displace any Subject Equipment subject to a Lease with other equipment owned by a party other than Owner if the Lessee could have economically obtained the same equipment configuration if Agent had added a standard manufacturer's upgrade to such Subject Equipment.

3.1.2. Financing of Leases. Upon the discretionary written approval of Owner, liens may thereafter be placed on Subject Equipment and the applicable Leases, after release of the security interest created under the Indenture securing the indebtedness owed to the Noteholders. Any liens authorized under this Section 3.1.2 are referred to herein as the "Lender Liens." The loan with respect to any Lender Lien shall be fully amortized by the rentals payable under the Leases securing any such loan. The proceeds of any such financing may constitute Net Remarketing Proceeds in accordance with Section 2.4. Owner acknowledges and agrees that until repayment in full of the indebtedness secured by the Lender Liens, the lessee under the Lease corresponding to a particular item of such indebtedness shall, if required by the applicable Lender, make its rental payments directly to the holder of such indebtedness.

3.1.3. Refinancing of User Leases. Agent shall have the right to refinance, prepay, restructure, extend, amend, modify or otherwise deal with the indebtedness secured by Lender Liens so long as the effect of any such transaction is not to reduce the value of the Subject Equipment and Agent obtains the prior discretionary written consent of Owner. Any security interest created pursuant to a transaction contemplated in this Section 3.1.3 shall constitute a Lender Lien. Any proceeds from such action may constitute Net Remarketing Proceeds in accordance with Section 2.4.

3.1.4. Upgrades. Subject to the following sentence, Agent shall have the right at its sole expense to add or install Upgrades on the Subject Equipment. Prior to so adding or installing any such Upgrade, Agent shall notify Owner of the availability of the Upgrade including the material terms thereof, and Owner shall have the option to purchase such Upgrade exercisable by notifying Agent within five (5) days of any such notice. An Upgrade not purchased by Owner shall not become an accession to the Subject Equipment and shall not become the property of Owner. The Net Remarketing Proceeds from the sale or re-lease of any Subject Equipment containing an Upgrade not owned by Owner shall be allocated between the Owner and the holder of the Upgrade based on the respective fair market values of the Subject Equipment and the Upgrade at the time of the Remarketing.

SECTION IV

DEFAULT

Section 4.1 Event of Default. Each of the following occurrences shall constitute an Event of Default:

4.1.1. Failure of Agent to pay any amount due Owner as required under Section 2.4 hereof and continuation of such failure for five (5) business days after Owner has delivered notice thereof to Agent.

4.1.2. Default shall be made in the due performance of any material obligation of Agent under this Agreement (other than as set forth in Section 4.1.1), or under the Purchase Agreement and the continuance of such default for thirty (30) days after written notice thereof has been sent to the Agent by Owner;

4.1.3. Agent shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (v) be adjudicated insolvent or be the subject of an order for relief under any chapter of the Bankruptcy Code, (vi) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, or (vii) acquiesce to, or fail to controvert in a timely manner, any petition filed against the Agent in an involuntary case under such bankruptcy laws;

4.1.4. A case or other proceeding shall be commenced, without the application or consent of the Agent, in any court of competent jurisdiction, seeking the liquidation, reorganization, dissolution, winding up, or composition or readjustment of debts, of the Agent, the appointment of a trustee, receiver, custodian, liquidator or the like of the Agent or of all or any substantial part of its assets, or any similar action with respect to the Agent under the federal bankruptcy laws (as now or hereafter in effect) or any laws relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and such case or proceedings shall continue undismissed, or unstayed and in effect, for a period of 60 days, or an order for relief against the Agent shall be entered in an involuntary case under such bankruptcy laws.

4.1.5. The inaccuracy or breach, in any material respect, of any warranty or representation of Agent in the Purchase Agreement during a period of thirty (30) consecutive days during which such inaccuracy or breach has not been corrected to the satisfaction of Owner.

SECTION V

REMEDIES

Section 5.1 Indemnification by Agent. Agent shall indemnify, and protect, defend and hold Owner harmless, from and against any and all loss, cost, damage, injury or expense, (including, without limitation, reasonable attorney's fees and other charges of attorneys and their firms), wheresoever and howsoever arising, that Owner may incur for, or by reason of, a breach by Agent of any of the covenants or agreements of Agent with Owner contained in this Agreement except for any and all loss, cost, damage, injury or expense arising as a result of the willful misconduct or gross negligence of Owner or a breach caused by the failure, default or breach by Owner under this Agreement.

Section 5.2 Indemnification by Owner. Owner shall indemnify Agent, and protect, defend and hold Agent harmless, from and against any and all loss, cost, damage, injury or expense (including, without limitation, reasonable attorneys' fees and other charges of attorneys and their

firms), wheresoever and howsoever arising, that Agent may incur for, or by reason of a breach by Owner of any of the covenants or agreements of Owner with Agent contained in this Agreement except for any and all loss, cost, damage, injury or expense arising as a result of the willful misconduct or gross negligence of Agent or a breach caused by the failure, default or breach by Agent under this Agreement.

Section 5.3 Specific Performance. Owner may proceed by appropriate court action, either at law or in equity, to enforce performance by Agent of the applicable undertakings under this Agreement and/or to enjoin action or attempted action by Agent in contravention of this Agreement. Agent may proceed by appropriate court action, either at law or in equity, to enforce performance by Owner of the applicable undertakings under this Agreement and/or to enjoin action or attempted action by Owner in contravention of this Agreement.

Section 5.4 Rights Enumerated Elsewhere. The rights set forth herein are in addition to, and not in lieu of, those rights reserved to Owner and other provisions of this Agreement, including without limitation Sections 2.5, 2.9, and 2.10.

Section 5.5 Right to Accounting. In addition to, and not in lieu of, any or all rights of Owner under this Agreement, Owner shall be entitled to an accounting of proceeds and other monies collected or held by Agent in respect of the transactions contemplated under this Agreement, whether or not such action is brought at law or in equity.

SECTION VI

MISCELLANEOUS

Section 6.1 Successors and Assigns. The rights and obligations of the parties hereunder shall inure to the benefit of, and be binding and enforceable upon the respective successors, assigns and transferees of either party. Provided, however, Agent may assign its obligations hereunder only with Owner's consent and any such assignment shall not relieve Agent of liability under this Agreement as a primary obligor and not as a guarantor.

Section 6.2 Notices. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given upon receipt if (i) delivered in person, or (ii) mailed, first class certified, registered or express mail, return receipt requested and postage prepaid, (iii) transmitted by facsimile transponder (so long as such notice is confirmed by same-day posting of such transmission in accordance with the foregoing clause (ii)), or (iv) sent by recognized overnight courier, with proof of delivery requested and charges prepaid, as follows:

If to Owner, addressed to: Owner Capital Corporation

Attn: _____, President

PH: _____

FX: _____

With a copy to: _____

PH: _____

FX: _____

If to Agent, addressed to: Agent Corporation

Attn: _____

PH: _____

FX: _____

With a copy to: _____

PH: _____

FX: _____

or to such other address as a party may specify by written notice to the other parties.

Section 6.3 Captions. Captions used herein are inserted for reference purposes only and shall not affect the interpretation or construction of this Agreement.

Section 6.4 Amendments in Writing. This Agreement may be amended or varied only by a document in writing executed by Owner and Agent.

Section 6.5 Choice of Law. This Agreement shall be governed by, construed, interpreted, and the rights of the parties determined, in accordance with the laws of the State of Illinois.

Section 6.6 Composition. This Agreement, together with the Exhibit hereto and the other documents and written agreements referenced herein, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Section 6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6.8 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the Owner and Agent have executed this Agreement as of the day and year first above written.

Agent:

Owner:

Agent Corporation

Owner Investment Corporation

By: _____

By: _____

Title: _____

Title: _____

LAWYERS' MENTOR