

BROKER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2009 between **Madison Capital, LLC** and _____
(hereinafter referred to as "Broker")

Whereas, Broker proposes from time to time to submit transactions to **Madison Capital LLC**, and **Madison Capital LLC** proposes from time to time to arrange or provide the financing for said transactions should **Madison Capital LLC** choose to do so in its sole and absolute discretion; and

Whereas, it is hereby agreed that the obligations of **Madison Capital, LLC** and Broker shall be governed by this Agreement with respect to each and every financing transaction submitted by Broker;

Now, therefore, **Madison Capital, LLC** and Broker hereby agree as follows:

1. **COVERAGE:** This agreement applies to all lease transactions submitted by Broker to **Madison Capital**, until such time as this agreement is terminated in writing or superseded by another agreement.
2. **DISCLOSURE OF INFORMATION:** Broker shall, in connection with each transaction submitted to **Madison Capital, LLC**, keep **Madison Capital, LLC** fully informed of all material information known to Broker concerning the transaction, the proposed lessee, the vendor, and the equipment, including any changes occurring, or learned of, following such submission.
3. **ACCEPTANCE OF TRANSACTION:** **Madison Capital, LLC** shall have five (5) days following the submission of all financial and other information concerning the transaction by the Broker within which to accept or decline the same, during which time the transaction shall not be submitted by Broker to any other bank, equipment finance company or leasing company.
4. **DOCUMENTATION:** All transactions shall be documented to **Madison Capital, LLC's** satisfaction on forms provided by or acceptable to **Madison Capital, LLC**.
5. **AUTHORITY AND BROKER:** Broker is and shall act as an independent contractor and as such shall have no authority to incur any obligations or to make any statements or representations on behalf of **Madison Capital, LLC**, nor shall Broker have any authority to bind or commit **Madison Capital, LLC**. Further, Broker shall have no authority to accept any lease payments on behalf of **Madison Capital, LLC**.

6. **COMPENSATION OF BROKER:** For all of Broker's efforts and any and all expenses incurred in connection with any transaction submitted by Broker to **Madison Capital, LLC**, including without limitation origination, documentation, submission, and follow-up, **Madison Capital, LLC** shall, if the transaction is at **Madison Capital LLC's** standard rates for transactions of similar size and risk, pay Broker **Madison Capital LLC's** standard brokerage fee thereon in accordance with **Madison Capital, LLC's** then current commission rate, which fee shall be payable within ten (10) days after the equipment is accepted by the lessee in writing and the vendor paid. However, should any transaction submitted by Broker and accepted and funded by Madison, and for which Broker has been paid compensation be placed in default for any reason within the first (90) days after funding, Broker agrees to return to Madison within ten (10) days of a written demand any and all commissions and expenses paid to it.
7. **EXPENSES OF BROKER: Madison Capital, LLC** shall not be liable for any expenses whatsoever incurred by Broker in connection with any transaction submitted by Broker; rather, any and all such expenses shall be Broker's sole responsibility.
8. **MATERIALS FURNISHED BY MADISON CAPITAL:** Any materials and supplies furnished to Broker by **Madison Capital, LLC** shall always remain the property of **Madison Capital, LLC** and shall be returned by Broker at the request of **Madison Capital, LLC**
9. **WARRANTIES AND REPRESENTATIONS:** Broker expressly warrants and represents to **Madison Capital, LLC** that:
 - (a) All executed documents submitted to **Madison Capital, LLC** by Broker, will have genuine signatures, will have been duly authorized, executed and delivered by the lessee and all other parties thereto, will be in full force and effect and will be valid and binding against the respective parties thereto in accordance with its terms; and, as to each proposed lease, no event has occurred, or is continuing, which would constitute a default thereunder by any party thereto.
 - (b) Each copy of the documents submitted to **Madison Capital, LLC** by Broker will be, at the time submitted, a true, sole and complete copy of all documents constituting each lease transaction as in effect on each such date.
 - (c) Each copy of the documents executed by clients and returned by broker to **Madison Capital, LLC** is a true, unaltered copy of the document transmitted by Madison Capital, LLC to broker by any means, including, but not limited to, facsimile, U.S. Mail, private mail service, or electronic mail (e-mail).
 - (d) The payment of all sums specified in the lease shall be due and payable on the date contained, or at the time set forth, in the lease and shall not be contingent upon the fulfillment or occurrence of any conditions, warranties, or promises of any nature, either expressed or implied, except as may be expressly set forth in the lease; and Broker warrants and represents that it has made no claim, representation, or promise that is not specifically set forth in the lease.

- (e) The equipment described in any lease subject to this agreement has been acquired by legal means and is not subject to any liens, charges, or encumbrances unless previously disclosed by Broker in writing to **Madison Capital, LLC** and approved and consented to in writing by **Madison Capital, LLC**.
 - (f) No part of the money required to commence any lease subject to this agreement has been loaned, rebated or advanced by Broker, and Broker has entered into no reciprocal agreements with any lessee or officer, director, employee or guarantor of lessee.
 - (g) All representations or warranties made by Broker to **Madison Capital, LLC** or lessee are true, correct and not misleading, false or fraudulent in any respect.
 - (h) A lease request shall not be split between various funding sources without full disclosure in advance to **Madison Capital, LLC** and approval by **Madison Capital, LLC**. Broker warrants that any application submitted is for the full amount the lessee is applying for with Broker regardless of whether the request is for various types of financing or leasing. If it is not for the full amount, Broker will disclose to **Madison Capital, LLC** the dollar amounts, equipment descriptions, and funding sources being contacted for the other requests.
 - (i) That each lease submitted is a bona fide obligation of the respective lessee and any co-lessees and will be valid and enforceable according to its terms. Any guarantees thereof will be bona fide obligations of the guarantors and will be valid and enforceable according to their terms. All documents provided in connection with each transaction shall be duly executed by the appropriate parties, who will have been duly authorized to execute same and will be enforceable in accordance with their terms.
 - (j) All financial information as well as bank, trade, and credit ratings received by Broker have been provided to **Madison Capital, LLC**. No negative financials or ratings have been deleted from the package.
 - (k) Broker represents that an original signature has been obtained from each individual for whom broker is submitting or requesting a credit bureau report, authorizing broker and/or **Madison Capital, LLC** to obtain such report(s).
 - (l) Broker has fully disclosed all information of any nature relating either to the transaction or to the lessee that is or may be material, and Broker has no basis to believe that any of the submitted information is inaccurate. No representation or warranty made by Broker omits or will omit any information that would make the representation or warranty misleading in any material respect.
10. **RELIANCE:** Broker hereby acknowledges that **Madison Capital, LLC** is relying upon the warranties and representations of the Broker contained herein when from time to time **Madison Capital, LLC** or its lending sources accept any transaction submitted by Broker.

11. **INDEMNITY:** Broker shall indemnify and hold **Madison Capital, LLC** harmless from any and all expense, injury and damage, including reasonable attorney's fees, which **Madison Capital, LLC** may hereafter incur, pay or suffer as a result of any acts of Broker, Broker's principals, employees, or representatives that are in violation of this Agreement.
12. **INVESTIGATION:** **Madison Capital, LLC** is authorized to investigate any information pertaining to Broker and Broker's principals, employees or agents, including credit information as often as **Madison Capital, LLC** shall deem appropriate.
13. **TERMINATION:** This agreement shall be effective upon execution hereof or at such time as Broker first submits a transaction, whichever is earlier, and shall continue in effect until terminated by either party upon three (3) days written notice, except that **Madison Capital, LLC** may terminate this Agreement effective immediately upon the breach of any term hereof by Broker. The rights and obligations of the parties hereunder with respect to transactions originated prior to termination of the Agreement shall survive such termination.
14. **SUCCESSOR AND ASSIGNS:** This Agreement shall not inure to the benefit of any successor in interest of Broker, nor shall any interest or obligation under this Agreement be assigned by Broker without prior consent of **Madison Capital, LLC**.

Madison Capital, LLC may freely assign this Agreement, in whole or in part, to any successor. In addition, **Madison Capital, LLC** may freely assign this Agreement, in whole or in part, to any person or entity to whom it assigns any lease or other transaction submitted by Broker, such that all of the promises, representations, warranties and covenants made by Broker in this Agreement or in connection with the transaction shall be deemed to have been made by Broker to the assignee of such lease or other transaction (an "Assignee"), and such Assignee shall be fully entitled to enforce all such promises, representations, warranties and covenants. Notwithstanding the assignment of this Agreement to an Assignee, this Agreement shall also remain in full force and effect in favor of **Madison Capital, LLC** on the assigned lease and on all leases previously or subsequently entered into involving transactions submitted by Broker. The provisions of this paragraph apply to any Assignee, including any Assignee affiliated with **Madison Capital, LLC**, such as Madison Funding, LLC.

15. **CONSTRUCTION AND JURISDICTION:** This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Maryland. In the event of any suit between the parties, Broker herein consents to jurisdiction in the State of Maryland, and Broker further agrees that any such suit which it brings shall be brought in the State of Maryland.
16. **ATTORNEY'S FEES:** In the event of any breach of this Agreement by Broker, **Madison Capital, LLC** shall be entitled to recover reasonable attorneys' fees and costs it may incur as a result of such breach.

17. **AMENDMENTS:** This Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by an authorized representative of **Madison Capital, LLC** and Broker.
18. **WAIVER OF JURY TRIAL:** The parties herein expressly agree to waive any right they may have to a jury trial in connection with any dispute between them that arises out of or is related in any way to this Agreement. The parties acknowledge that this is a mutual waiver, and that each is waiving a valuable right.
19. **HEADINGS:** The headings of various paragraphs hereof are for reference only and are not part of the Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals:

_____	MADISON CAPITAL, LLC
Broker Business Name	_____
_____	_____
By:	By:
_____	_____
Date	Date: