



SAULSBURY HILL FINANCIAL
MUNICIPAL COMMERCIAL FEDERAL

We view our relationship with you, the independent Broker, Lessor or Intermediary, as critical to our success. Adhering to the policies of the National Association of Equipment Leasing Brokers; United Association of Equipment Leasing; and, the Association for Governmental Leasing and Finance and the tenets of fair, honest and completely transparent business dealings, we offer you the following basic parameters of our relationships with you and your company.

- 1) As most Broker transactions will be closed remotely and not directly witnessed by Saulsbury Hill Financial, LLC, we require the following:
 - a) Your warranty of all information and documents provided by your office
 - b) Notarization of all document signatures
 - c) "Best Efforts" re: "*after the fact*" efforts, i.e. in collection, missing or newly required forms, etc.
- 2) The Broker will be afforded the following relationship points in re: a specific transaction:
 - a) Transaction Vesting
 - i) Once a transaction is "system quoted", it is logged with that Broker 'til it is formally indicated that the deal is "in" and will proceed to closure.
 - (1) Up 'til that point the Broker is advised that any Broker may quote that lease and be afforded the same rates without any disclosure from one Broker to the other.
 - ii) At the time the Broker indicates the deal is "in" and will proceed to closure, any other Broker is advised that the deal is already "in house" and cannot be processed with another Broker.
 - (1) The original Broker will have an automatic 30, (Thirty), days to consummate the transaction from the moment the transaction is accepted as "in", i.e. you the Broker advise us it's fully awarded to you at a known set of economics.
 - (a) Extensions may be granted on a "case by case" basis.
 - iii) The Broker must assist on all points required of closure in order to protect this transaction:
 - (1) Timely submittal of the full credit and document file.
 - (2) Thorough follow-up of any credit or document points required.
- 3) Vesting
 - a) Lessees are vested for 1, (One), year from the date of any successfully completed transaction. This warrants that Saulsbury Hill Financial, LLC will not solicit that Lessee.
 - i) We will undertake our best efforts to maintain a "purge list" for our own direct marketing efforts in re: that Lessee.
 - ii) Any Lessee that contacts us directly during that period will be asked to work with the original Broker and if they decline, we will compensate that Broker a flat 1% of the lease amount.
 - iii) Any other Broker or Vendor that directly contacts us with business from that Lessee during that period of time will negate the vesting per the assumption that the original Broker did not choose to maintain the relationship with that Lessee..
 - b) Vendors are vested for 1, (One), year from the date of the first successfully completed transaction. This warrants that Saulsbury Hill Financial, LLC will not solicit that Vendor.
 - i) We will undertake our best efforts to maintain a "purge list" for our own direct marketing efforts in re: that Vendor
 - ii) Any Vendor that contacts us directly during that period will be asked to work with the original Broker and if they decline, we will compensate that Broker a flat 1% of the lease amount.
 - c) Any other Broker or Lessee that directly contacts us with business from that Vendor during that period of time will negate the vesting per the assumption that the original Broker did not choose to maintain the relationship with that Vendor.
- 4) No "Broker to Broker" transactions will be accepted. There must be a direct relationship between Broker – Vendor – Lessee.
 - a) Co-Broker relationships are permissible but, full disclosure is required.

These policies are subject to change and reflect the current policies of Saulsbury Hill Financial, LLC as of the 25th day of April, 2004. The Broker hereby acknowledges they have read this document and fully accepted its terms. Any dispute arising from any business between any Broker and Saulsbury Hill Financial, LLC shall be adjudicated in the City and County of Denver, Colorado.