



Broker Associate Enrollment Packet

We greatly appreciate your interest in working with C.H. Brown Co., LLC (CHB). CHB welcomes this opportunity to earn your business for the financing needs of your clients. Please complete the forms on the following pages.

- Broker Application
- Broker Agreement
- Wire Instructions – For Corporations and Multi Member LLC
- ACH Instructions – For Individual/Sole Prop and Single Member LLC (1099)
- W9

PLEASE ATTACH COPIES OF THE FOLLOWING:

- Driver's License / Identification Card
- Voided Check from Business Bank Account

PLEASE SEND YOUR APPLICATION PACKET TO:

Business Development Director // Broker Relations

Email: kwest@chbef.com | Direct Line: 307.241.7005 | Fax:307.322.9192

CHB Mailing Address:

C.H. Brown Co., LLC
20 West Frontage Rd.
Wheatland, WY 82201

To Generate & Close More Business - What Tools & Processes Do You Need?

Top 6 Industries That You Will Be Working With?

- | | |
|----|----|
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |



Broker Associate Application (Core director Id# completed by CHB)

Contact Information

| | | | | | |
|-------------------------------------|------------------|---------------------|-----------------------------|------------------|-----|
| Exact Business Name on W9 | | DBA Name | | Year Established | |
| EIN# | Point of Contact | Address | City | State | Zip |
| Business Phone | Cell Phone | Email Address | Business Website | | |
| Expected Small Ticket Volume to CHB | | Number of Employees | Projected Average Deal Size | | |

Owner(s) Information

| | | | | | |
|---------------------------------------|---------|------|-------|-----|-----|
| Owner / Principle Name – First / Last | Address | City | State | Zip | SSN |
| Owner / Principle Name – First / Last | Address | City | State | Zip | SSN |

Business Operations Information

| | | | | | | | |
|--|--|----------------------|--|-----------|----------|------------|----------|
| Check All that Apply | Broker | Direct Lender | Carry Paper | Re Broker | Sell Buy | Portfolios | Tranches |
| Financing Products You Offer / Equipment Focus | | | Associations | AACFB | ELFA | NEFA | NACLB |
| Your Business Bank | Contact | Direct Email Address | Direct Line Phone Number | | | | |
| Broker License | State(s) Licensed In - List All That Apply | | How Did You Hear About C.H. Brown Co., LLC | | | | |
| Yes | No | | | | | | |

Business and Funding Source References

| | | | |
|----------------|---------|---------------|--------------------------|
| Funding Source | Contact | Email Address | Direct Line Phone Number |
| Funding Source | Contact | Email Address | Direct Line Phone Number |
| Funding Source | Contact | Email Address | Direct Line Phone Number |
| Business | Contact | Email Address | Direct Line Phone Number |
| Business | Contact | Email Address | Direct Line Phone Number |
| Business | Contact | Email Address | Direct Line Phone Number |

Credit Release Endorsement (Please Furnish One of the Following – Resume', Bio, CV, with work/business History)

By signing below, the undersigned individual as principal/owner for the applicant, authorizes C.H. Brown Co., LLC, its designee, assigns or potential assigns to obtain and review his/her personal credit profile provided by any national credit bureau, all pertinent company credit/reference information and to contact our financial institutions and creditors to release credit information to considering this application and for the purpose of update, renewal, or extension of credit to the applicant or the collection of any matters. A fax or photocopy of this agreement shall be valid as the original.

| | | | |
|------------------------------|-------|------------------------------|-------|
| Signature of Owner/Principle | Date | Signature of Owner/Principle | Date |
| Printed Name | Title | Printed Name | Title |



Broker Agreement

This Agreement is executed on the _____ day of _____, 20____ and is effective immediately between C.H. Brown Co., LLC, ("CHB" and "Party") a Wyoming Limited Liability Company and wholly owned subsidiary of Platte Valley Companies (PVC) - With its principal place of business at 20 W. Frontage Rd., Wheatland, Wyoming 82201 and

"Broker" and/or "Party":

With a principal, physical address of:

In consideration of the mutual covenants and agreements contained herein, CHB and Broker agree that from time-to-time Broker will submit to CHB an equipment finance transaction ("Transaction") and CHB, from time-to-time will accept from Broker, a Transaction subject to the terms and conditions set forth herein. For purposes of this Agreement, the term "Equipment" means the vehicle or other equipment, which is being financed under a Transaction, the term "Vendor" means the seller of the Equipment, the term "Borrower" means the primary obligor under a Transaction and the term "Guarantor" means a guarantor of the obligations of a Borrower under a Transaction.

1. No Obligation. No provision of this Agreement will obligate any Party to send (e.g., action by Broker) or to accept (e.g., action by CHB) any Transaction. The sending of any Transaction will be subject to the discretion of the Broker. The acceptance of any Transaction will be subject to the discretion of CHB and will be evidenced solely by the execution and funding of a Transaction.

2. Payment. CHB will pay to Broker with respect to each Transaction, as an origination fee, an amount agreed upon by each Party ("Fee"). In the event CHB declares Transaction in default within the following time frames...

- (a) On a Transaction with monthly payments, prior to the fourth monthly payment being made; or
- (b) On a Transaction with quarterly payments, prior to the second quarterly payment being made; or
- (c) On a Transaction with semi-annual or annual payments, prior to the first semi-annual or annual payment being made,

...the Broker shall, immediately upon demand, refund to CHB the full Fee paid by CHB to Broker for such Transaction and without limiting CHB's other remedies CHB will be entitled, by Invoice, to offset the refund amount owing by Broker against any future Fees owing by CHB to Broker. It is understood and agreed by each Party, that without limiting the right of CHB to declare a Transaction in default for any other reason, including a default in payment, CHB shall have the right to declare a default with respect to the Transaction if CHB has not received satisfactory evidence of the insurance coverage required with regard to the Transaction and/or if CHB has not received the certificate of title to the Equipment with CHB's lien properly noted thereon.



3. Representations and Warranties. Each Party represents and warrants with respect to each Transaction, and to the best of their knowledge, as follows:

- (a) Have adhered, and will adhere, to the highest standards of ethical business conduct in connection with the Transaction.
- (b) Have no reason to believe the Borrower, and any Guarantor, will be unable to perform the obligations under the Transaction. Each Party has exercised reasonable care and due diligence with regard to the verification or investigation of the Borrower and any Guarantor and, that said verification/investigation, was taken in good faith.
- (c) All material information known to the Broker concerning the Transaction, including, without limitation, specific information about the Borrower, the Equipment and/or the Vendor, has been provided by the Broker to CHB.
- (d) Neither Party has entered into any other Transaction relating to the Equipment and no agreement exists between either Party and any other party with respect to the Equipment except as disclosed/furnished by Broker to CHB.
- (e) The Equipment is free of all security interests, claims, and encumbrances of any kind or nature whatsoever.
- (f) Borrower has represented the Equipment will be used exclusively for business purposes.
- (g) Regarding sale of the Equipment: A) Each Party is not affiliated with the Vendor unless expressly disclosed; and B) Each Party is not affiliated with the Borrower and any Guarantor, and the Borrower and any Guarantors are not affiliated with the Vendor unless expressly disclosed.
- (h) Each of the parties to the Transaction, including any Guarantor, is in existence, has the full legal right, power, and authority to enter into the Transaction, and any related document, and all signatures, names, addresses, amounts, and other statements contained in the Transaction, and in any related document, are true and correct to the best of each Party's knowledge after reasonable investigation and inquiry.
- (i) No Transaction will have been "re-brokered" (as that term is generally understood in the industry), unless Broker has identified it as being re-brokered in writing to CHB and has provided CHB with the names of all other brokers involved. Notwithstanding the foregoing, the payment by Broker of a success fee to a Vendor or advertiser shall not be deemed a violation of this Agreement.
- (j) The Transaction will comply with all applicable laws.

4. California Disclosure Requirements. Both Parties agree to comply with the State of California (CA), Department of Financial Protection and Innovation, CA Code of Regulations, Title 10, Chapter 3, Subchapter 3 (Commercial Financing Disclosures), Section 952 (Duties of Financers and Brokers) only when the applicant/borrower ("Recipient") business is principally directed or managed from California. In these cases,

- (a) **CHB shall:** (1) Provide a copy of compliant disclosures to the Broker, whenever CHB provides the Broker with a specific commercial financing offer (i.e., Terms). (2) Maintain a copy of each disclosure it generates, and which is presented to the recipient, for a period of at least four years after the presentation date. (3) Maintain a copy of the evidence of transmission of the disclosures provided by the Broker to CHB in compliance with Section (b) below for a period of at least four years after the date the disclosure is presented to the recipient. (4) Develop procedures reasonably designed to ensure that recipients receive the disclosures provided pursuant to Section (a)(1) above at the time the Broker provides a specific commercial financing offer to a recipient. These reasonable procedures may include: (A) Contractual requirements; (B) Timely investigation of fact; and (C) Discontinuation of relationship.



(b) **Broker shall:** (1) Following receipt of the disclosures required by Section (a)(1) above, and before communicating a specific commercial financing offer to a recipient, the Broker shall transmit the unaltered disclosures received from CHB to the recipient. (2) After the Broker transmits disclosures to the recipient, the Broker shall provide evidence of transmission of the disclosures to CHB, including the time of transmission. (3) The Broker shall not provide a specific commercial financing offer to a recipient without first complying with items (b)(1) and (b)(2) immediately above unless the Broker is in receipt of confirmation from CHB the required disclosures have already been provided to the recipient.

(c) This Section 4 (California Disclosure Requirements), in its entirety, shall not be construed to: (1) Require the Broker to evaluate the accuracy of the disclosures provided by CHB; (2) Create any liability for the Broker if the CHB-provided disclosures do not comply with Sections (a) and (b) above or Division 9.5 of the Code; and (3) Limit any liability that may arise when the Broker makes representations concerning the commercial financing.

5. Assistance by Broker. Broker agrees to assist CHB in obtaining all documents required in connection with the Transaction including the certificate of title for the Equipment properly processed with CHB's lien noted thereon. Broker further agrees that in the event of a default with regard to a Transaction, the Broker will use reasonable efforts to assist CHB in collecting amounts owing from the Borrower and any Guarantor by facilitating communication with CHB. The foregoing shall not require Broker to incur expenses or initiate any proceedings on behalf of CHB unless mutually agreed in writing.

6. Authority of Broker. Broker is and shall at all times act as an independent contractor, and as such shall have no authority to incur any obligation on behalf of CHB; to make any statements or representations on behalf of CHB; to bind or commit CHB to any Transaction; nor to make, alter, or make any document on behalf of CHB. Broker shall not represent to any party that Broker is employed by or represents or acts as an agent of CHB. Broker is an independent contractor and no partnership, agency, joint venture, or any similar relationship with CHB exists or is contemplated.

7. Audit. Upon reasonable notice to the Broker, and subject to Broker's reasonable access, security, and insurance policies, CHB may audit the books and records of Broker relating to any Transaction.

8. Indemnity. Each Party shall indemnify and hold the other Party harmless from and against any and all expenses, injury, damage, loss, or claims, including reasonable attorney's fees, which either Party may hereafter incur, pay, or suffer as a result of any grossly negligent or intentional acts or omissions of its agents, principals, employees, or representatives.

9. Other Compensation. Broker agrees that any other compensation related to the Transaction received by Broker from the Borrower or Guarantor(s) will not jeopardize the ability of the Borrower or Guarantor(s) to fulfill the obligations of the Borrower or Guarantor(s) under the Transaction.

10. Termination. Notwithstanding anything to the contrary, either Party may terminate this Agreement by providing written notice to the other Party, which termination shall be effective upon the other Party's receipt of the notice. In the event of the termination of this Agreement, each Party's rights and obligations remain in effect for all Transactions approved or entered into prior to the date of termination.

11. Survival. Each Party's obligations, representations, and warranties under this Agreement with regard to any Transaction shall survive the expiration or termination of this Agreement.

12. Licensing. Each party warrants and agrees that, when conducting transactions in states which require a Broker and/or Lender License, they possess the required license and will present said documentation to the other Party when requested.



13. Non-Disclosure of Confidential Information. CHB has developed, collected, processed, and stored certain Confidential Information (defined below). CHB and Broker recognize the need for CHB to disclose Confidential Information (CI) to Broker to allow Broker to perform their services.

(a) "Confidential Information" (CI) means all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, *et seq.*) and its implementing regulations (collectively, the "GLB Act"), as the same may be amended from time-to-time, which Service Provider has received, or will receive, from PVC/CHB and that concerns any of PVCs'/CHBs' "customers" or "consumers" as those terms are defined by the GLB Act, and any other data or information provided to Service Provider by PVC/CHB that is proprietary and not generally known to the public, whether in tangible or intangible forms, including without limitation trade secrets, business and marketing plans, financial information, customer information, and customer lists for current and past customers.

(b) CHB has a legitimate business interest in preventing the unauthorized disclosure of its CI and certain CI is subject to various state and federal privacy statutes and regulatory guidelines.

(c) Broker understands and acknowledges that Broker's knowledge and possession of the CI will be, or has been, acquired by Broker under circumstances giving rise to Broker's duty to maintain the secrecy of the CI and limit its use.

In consideration of (a) – (c) written above, which are a material part of this Agreement, and other good and sufficient consideration, the parties agree as follows:

(d) Broker agrees that during and continuing after the term of the Broker Agreement, Broker shall not disclose any CI to any person or entity, or use such CI for their own benefit or otherwise, except as may be required in the good faith performance of their services. Disclosure of CI to those individuals employed by Broker shall be limited to those individuals who have a need to know how to perform their jobs in connection with the services provided.

(e) Broker agrees to exercise Broker's best efforts to prevent the unauthorized access or use of CI and to ensure that CI shall be stored at locations and under such conditions as to reasonably prevent the unauthorized disclosure, use, or duplication of such CI. In the event of unauthorized disclosure of CI, Broker shall immediately notify CHB. In such an event CHB may, at its discretion, immediately terminate this Broker Agreement, without limiting any of its other rights under this Section 13 or this Broker Agreement.

(f) In addition to any CI that CHB has previously provided to Broker, CHB may, at its discretion, provide additional CI to Broker as required for their services. Nothing in this Agreement obligates CHB to disclose any particular information. All information disclosed by CHB to Broker shall be and remain the exclusive property of CHB. All such information shall not be retained in any form by the Broker for personal use or otherwise. All physical embodiments and copies of CI in Broker's possession or control shall be returned to CHB at its request unless, at CHB option, CHB instructs Broker to securely dispose of all or any part of the CI according to applicable federal and state requirements.

(g) At any time during the term of this Broker Agreement, and for time thereafter that the Broker remains in possession or control of any CI, Broker shall, upon request of CHB, describe and explain to CHB all safeguards that Broker has in place to protect the CI. Notwithstanding anything in the Broker Agreement to the contrary, if such safeguards are not satisfactory to CHB, then CHB may demand immediate return or disposal of the CI (according to Section (f) above) and terminate the Broker Agreement.



(h) Notwithstanding anything in this Agreement to the contrary, Broker may disclose CI if authorized or required to do so by law. However, Broker shall use reasonable efforts to first notify CHB of the anticipated disclosure, unless such notification is prohibited by law.

(i) This Broker Agreement shall in no way be construed to grant any right, license, or permission to the Broker to use CI except for the limited purpose of performing their services. CHB provides no representations, warranties, or guarantees to Broker that the CI does not infringe on any third-party rights. CHB shall not be liable to Broker or other third parties for errors or omissions in the CI, for infringement on third party rights, or for any liability resulting from the use of the CI.

(j) Due to the valuable and proprietary nature of the CI to CHB, the obligations of the Broker under this Agreement shall continue after expiration or termination of the Broker Agreement and shall not be limited by territory.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be considered as an original. Once all Parties have signed a counterpart of this Agreement, this Agreement shall be binding on all parties, the same as if one agreement had been signed by all parties. A photocopy, facsimile copy or email transmission copy of this document shall be enforceable as an original.

15. Governing Law. This Agreement shall be governed, and interpreted in accordance with, the laws of the State of Wyoming, without regard to principles of conflicts of laws.

16. Limitation of Damage. Neither Party shall be liable to the other Party for any punitive, incidental, or consequential damage in connection with this Agreement.

Broker Business Name

Lender:

C.H. Brown Co., LLC

Printed Name of Representative

Printed Name of Representative

Signature:

Signature:

Title:

Title:



AUTHORIZATION FOR AUTOMATIC DEPOSITS

If you would like Platte Valley Bank (parent bank company of C.H. Brown Co., LLC) to make payment to you through automated deposits, please complete this form. As questions will come up, call 307.322.2545 and ask for Client Services.

ACH Authorization

Name on Bank Account

ABA Routing Number

Account Number

Type of Account: Savings Checking

Your Bank's Name

Your Bank's Address

If you would like Payment Notification – Please Enter Your Email Address

I (we) hereby authorize Platte Valley Bank (parent bank company of C.H. Brown Co., LLC) to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my (our) account in the financial institution named above, and I (we) authorize the depository named above, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

Authorized Signature

Date

Printed Name



WIRE TRANSFER INFORMATION REQUEST FORM

If you would like Platte Valley Bank (parent bank company of C.H. Brown Co., LLC) to make payment to you through Federal Reserve WIRE, please complete this form.

As questions will come up, call 307.322.2545 and ask for Client Services.

WIRE Authorization

Please Ask Your Bank For This Information For Incoming Wires

Bank Name

Bank Address

ABA Routing Number

..ABA/Routing Number Set Up With Federal Reserve..

Beneficiary Name

Beneficiary Address

Beneficiary Account

Contact Information

Notes

If you would like WIRE Notification – Please Enter Your Email Address

I (we) herby authorize Platte Valley Bank (parent bank Company of C.H. Brown Co., LLC) to initiate credit WIRE entries

Authorized Signature

Date

Printed Name

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|---|--|
| Social security number | | | | | | | | | |
| | | | | - | | | | - | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | - | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ► | Date ► |
|-----------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.