

BROKER AGREEMENT

C.H. BROWN Co., LLC

This Agreement is executed on the _____ day of _____, 20____ and is effective immediately between C.H. Brown Co., LLC, a Wyoming Limited Liability Company (“CHB”) with its principal place of business at _____ 20 W. Frontage Rd., Wheatland, Wyoming 82201 and _____ (“Broker”) with a principal 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 Broker to send to CHB, or CHB to accept from Broker, any Transaction. 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 CHB and Broker (“Fee”). In the event CHB declares Transaction in default within the following time frames:

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

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 to offset the refund amount owing by Broker against any future Fees owing by CHB to Broker. It is understood and agreed, 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.** Broker represents and warrants to CHB with respect to each Transaction as follows:

- a. Broker has adhered, and will adhere, to the highest standards of ethical business conduct in connection with the Transaction.
- b. Broker has exercised reasonable care and due diligence with regard to Broker’s investigation of the Borrower and any Guarantor, and Broker, in good faith, believes that the Borrower and any Guarantor are suitable for the Transaction, and Broker has no reason to believe that the Borrower, and any Guarantor, will be unable to perform the obligations under the Transaction.

- c. All material information known to Broker concerning the Transaction, including, without limitation, specific information about the Borrower, the Equipment and/or the Vendor, has been provided by Broker to CHB.
- d. There is no other Transaction relating to the Equipment and no agreement exists with respect to the Equipment except as the same has been furnished by Broker to CHB.
- e. The Equipment is free of all security interests, claims, and encumbrances of any kind or nature whatsoever except those in favor of CHB.
- f. The Equipment is being utilized exclusively for business purposes.
- g. The Vendor is not affiliated with the Borrower or Broker and the sale of the Equipment by the Vendor is an "arms length transaction".
- 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 Broker's knowledge after reasonable investigation and inquiry.
- i. No Transaction will have been "rebrokered" (as that term is generally understood in the industry), unless Broker has identified it as being rebrokered in writing to CHB and has provided CHB with the names of all other brokers involved.
- j. To the best of Broker's knowledge, the Transaction will comply with all applicable laws.

4. **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 assist CHB in collecting amounts owing from the Borrower and any Guarantor.

5. **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.

6. **Audit.** Upon reasonable notice to Broker, CHB may audit the books and records of Broker relating to any Transaction.

7. **Indemnity.** Broker shall indemnify and hold CHB harmless from and against any and all expenses, injury, damage, loss or claims, including reasonable attorney's fees, which CHB may hereafter incur, pay or suffer as a result of any acts or omissions of Broker, its agents, principals, employees or representatives.

8. **Other Compensation.** Broker agrees that any other compensation received by Broker from the Borrower or any Guarantor will not jeopardize the ability of the Borrower or the Guarantor to fulfill the obligations of the Borrower or the Guarantor under the Transaction.

9. **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.

10. **Survival.** The Broker's obligations, representations, and warranties under this Agreement with regard to any Transaction shall survive the expiration or termination of this Agreement.

11. **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.

12. **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.

Broker:	C.H. Brown Co., LLC
Print Name:	Print Name:
Signature:	Signature:
Title:	Title:



20 W. Frontage Rd. – Wheatland, WY 82201 – 1-307-322-2545 – Fax 1-307-322-9192

chbco@chbrownco.com – www.chbrownco.com

