

C.H. Brown Co., LLC

20 W. Frontage Road
Wheatland, WY 82201
Phone: (307) 322-2545
Fax: (307) 322-9192



A Platte Valley Company

www.chbef.com

Foremost Equipment Lender

chbco@chbef.com

V1.0 // 3.11.2021

For the most efficient use of our services - please reach out to one of the designated email addresses below for each aspect of a transaction. As additional questions arise, please contact: Kit West kwest@chbef.com

CREDIT

credit@chbef.com

To Be Used For: Submitting Deals, Additional Information Requests, & Credit Box Inquiries

DOCUMENTATION & FUNDING

funding@chbef.com

To Be Used For: Required Documents, ReDocs, Funding Notifications,
Commission Payments, & Pre Funding Checklists

TITLES

titles@chbef.com

To Be Used For: Title Inquiries, State Requirements, Title Procurement, UCCs, Title Copy Requests

CLIENT SERVICES

clientservices@chbef.com

To Be Used For: Any questions regarding the loan after it has been funded

Kit	307-241-7005	Broker Development/Relations	kwest@chbef.com
Travis	307-939-6414	Credit	tbaez@chbef.com
Cynthia	307-939-6418	Credit	cholomon@chbef.com
Carly	307-322-2545	Lender/Underwriter	clittle@chbef.com
Jade	307-939-6409	Lender/Underwriter	jcundall@chbef.com
Mark	307-322-5848	Lender/Underwriter	mknickerbocker@chbef.com
Wyatt	307-322-2545	Lender/Underwriter	wdunlap@chbef.com
Joey	307-939-6419	Lender/Underwriter	jpye@chbef.com
Leslie	307-939-6420	Documents & Contracts	lcrossland@chbef.com
Victoria	307-322-1678	Funding	vhernandez@chbef.com
Tami	307-939-6423	Title Administrator	tbrost@chbef.com
Trisha	307-939-6415	Title Administrator	tcall@chbef.com
Kathy	307-322-1607	Equipment Specialist/Repo Assets	kprice@chbef.com
Raynee	307-939-6412	Insurance	rhernandez@chbef.com
Debra	307-322-3069	GPS	djameson@chbef.com
Mark	307-939-6410	SVP Lending	mbirkle@chbef.com
Ed	307-939-6417	COO	emeyer@chbef.com
Jan	307-939-6416	Client Services Manager	jschmitzer@chbef.com
Philly	307-322-6416	Client Services	pyeadon@chbef.com
Krista	307-939-6422	Client Services	kbetts@chbef.com
Janie	307-322-1983	Office Manager	jmartines@chbef.com
Kit	307.241.7005	Equipment Sales	kwest@chbef.com

BROKER APPLICATION

CH BROWN CO., LLC

Business Name: _____ Inc. State ____ Year ____

Address: _____

City: State: Zip: _____

Phone: Fax: _____

Email: _____ Website: _____

Owner Name: _____ SSN: ____/____/____

Address: _____

Owner Name: _____ SSN: ____/____/____

Address: _____

Estimated Approved Loan Volume to CHB (Annually):\$ _____

Referred to us by: _____ Member Associations _____

Your - Business Bank

Name: _____ Phone : _____

Address: _____ Contact: _____

Professional Lending References

Company: _____ Phone: _____ Email: _____

Address: _____ Contact: _____

Company: _____ Phone: _____ Email: _____

Address: _____ Contact: _____

Company: _____ Phone: _____ Email: _____

Address: _____ Contact: _____

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.

Signed _____ Date _____



C.H. BROWN CO., LLC
A Platte Valley Company

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, (“CHB” and “Party”) a Wyoming Limited Liability Company with its principal place of business at 20 W. Frontage Rd., Wheatland, Wyoming 82201 and

, (“Broker” and “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 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,

...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 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) 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. 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.

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

7. 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.

8. 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.

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. Each Party'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 photo copy, 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.

13. 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: _____

C.H. Brown Co., LLC

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

C.H. Brown Co., LLC

20 W. Frontage Road
Wheatland, WY 82201
Phone: (307) 322-2545
Fax: (307) 322-9192



A Platte Valley Company

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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<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.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	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 ▶
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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.

C.H. BROWN CO., LLC

**PLEASE ASK YOUR BANK FOR THIS INFORMATION!!
(FOR INCOMING WIRES)**

WIRE TRANSFER INFORMATION REQUEST FORM

BANK NAME: _____

BANK ADDRESS: _____

BANK ROUTING/ABA #: _____

ABA/ ROUTING # SET UP WITH FEDERAL RESERVE

BENEFICIARY NAME: _____

BENEFICIARY ADDRESS: _____

BENEFICIARY ACCOUNT #: _____

CONTACT INFORMATION: _____

NOTES: _____

Platte Valley Companies

1212 Circle Drive
P. O. Box 137
Scottsbluff, NE 69363-0137
Phone: 308-632-7506
Fax: 308-632-7039



Platte Valley Companies

“... your *Hometeam* financial and insurance network that works for YOU!”

Website: www.pvbank.com

NEBRASKA: Scottsbluff•Gering•Morrill•Minatare•Bridgeport
WYOMING: Torrington•Wheatland•Cheyenne•Casper
Email: info@pvbank.com

If you would like Platte Valley Bank to make payment to you through automated deposits, please complete this form. Clearly print or type and either email to rbrost@pvbank.com, fax to 308-632-7039 or return with your next invoice.

Please direct any questions you may have to Renita Brost at 308-633-9332.

ACH Authorization

Name on Bank Account: _____

ABA Routing Number: _____

Account Number: _____

Type of Account: Savings Checking

Bank Name: _____

Bank Address: _____

If you would like payment notification, please enter email address here _____

I (we) hereby authorize Platte Valley Bank 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: _____