

**COUNTY'S ADDENDUM TO MASTER EQUIPMENT LEASE AGREEMENT**  
**Laramie County/ Wyoming Machinery Company**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and the Wyoming Machinery Company, 5300 West Old Yellowstone Hwy, Casper, WY 82602 (hereinafter, "CONTRACTOR").

**I. PURPOSE**

The purpose of the County's Addendum is to modify the Master Equipment Lease Agreement and the Rental Addendum, attached hereto as Attachment 'A' and Attachment 'B,' respectively, and fully incorporated herein (hereinafter "Agreement" and "Rental Addendum").

**II. TERM**

The County's Addendum shall commence on the date last executed by the duly authorized representatives of the parties to the County's Addendum, Agreement and Rental Addendum and shall remain in full force pursuant to the terms of the County's Addendum, Agreement and Rental Addendum.

**III. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall provide and complete the services described in Attachments 'A' and 'B,' attached hereto and fully incorporated herein.

B. COUNTY shall pay CONTRACTOR in accordance with the payment terms of the County's Addendum, the Agreement and Rental Addendum. Payment will be made net 40 days upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. MODIFICATIONS**

- A. The following language is stricken and of no force and effect from **Section 3** of the Agreement: ~~"Lessee shall promptly pay all expenses, including attorneys' and professionals' fees, that Lessor incurs in defending or removing any claim, lien, or encumbrance upon the Equipment."~~
- B. The following language is stricken and of no force and effect from **Section 5** of the Agreement: ~~"LESSEE HEREBY RELEASES LESSOR FROM ANY INJURY, DELAYS, CLAIMS OR DAMAGES (CONSEQUENTIAL OR OTHERWISE) RESULTING FROM OR BY REASON OF, THE USE OR CONDITION OF SUCH~~

~~EQUIPMENT, OR BY REASON OF ANY FAILURE OR DELAYS IN MAKING DELIVERY TO LESSEE, OR FOR ANY LOSS OR DAMAGE TO THE EQUIPMENT IN TRANSIT, OR FROM STRIKES OR OTHER CONTINGENCIES BEYOND LESSOR'S CONTROL, OR FROM ANY CAUSE WHATSOEVER."~~

- C. The following language is stricken and of no force and effect from **Section 6** of the Agreement: ~~"IF THE EQUIPMENT IS DAMAGED AND REQUIRES REPAIR THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL CONTINUE DURING THE PERIOD OF REPAIR, INCLUDING THE OBLIGATION OF LESSEE TO MAKE RENTAL PAYMENTS."~~
- D. The following language is stricken and of no force and effect from **Section 13** of the Agreement: ~~"Time is of the essence for return of the Equipment, and this obligation shall not be excused by theft, vandalism, fire, weather, act of God, or for any other reason whatsoever."~~
- E. **Section 15** of the Agreement is stricken and of no force and effect.
- F. **Section 17** of the Agreement is stricken and of no force and effect.
- G. **Section 18** of the Agreement is stricken and of no force and effect.
- H. The following language of **Section 19** of the Agreement is modified as follows: ~~"Natrona County~~ **Laramie County.**"
- I. The following language is stricken and of no force and effect from **Section 21** of the Agreement ~~"Except to the extent prohibited under the laws of the State of Wyoming, Lessee shall indemnify, hold harmless, and, at the request of Lessor or a member of Lessor's Group (defined below), defend Lessor, its affiliates, and its and their officers, directors, shareholders, members, partners, and employees, and the successors and assigns of all of the foregoing (Lessor's "Group") from any and all expenses, damages, costs, and liabilities, including court costs and reasonable attorneys' and professionals' fees and costs and other litigation and settlement expenses (collectively, "Losses"), sustained or incurred by any member of Lessor's Group, including as a result of a claim, demand, or action made by a third party (a "Third Party Claim"), to the extent the Losses arise out of, are connected with, or result from (a) the Equipment, including its manufacture, purchase, possession, selection, delivery, use, operation or return of such property and from any injury to property or to life caused in any way by the Equipment during the Rental Term, or (b) Lessee's breach of the representations, warranties, or covenants contained in the Lease Documents, including Section 23."~~
- J. **Section 28** of the Agreement is stricken and of no force and effect.

## V. ADDITIONAL PROVISIONS

1. Entire Agreement: The County's Addendum (4 pages), the Agreement (4 pages) and the Rental Addendum (2 pages) represents the entire and integrated agreement and understanding between the parties regarding the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

2. Termination: The County's Addendum, the Agreement, and the Rental Addendum may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

3. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into the County's Addendum, the Agreement and the Rental Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the County's Addendum, the Agreement and the Rental Addendum.

4. Indemnification: Each Party to the County's Addendum, the Agreement and the Rental Addendum shall assume the risk of any liability arising from its own conduct. In no event shall such liability exceed in value the fees for services paid or payable by COUNTY to CONTRACTOR pursuant to this Addendum. Neither party agrees to insure, defend, or indemnify the other.

5. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the County's Addendum, the Agreement, and the Rental Addendum may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate the County's Addendum, the Agreement, and the Rental Addendum in order to acquire similar services from another party.

6. County's Addendum Controls: Where a conflict exists or arises between any provision or condition of the County's Addendum, the Agreement and the Rental Addendum, the provisions and conditions set forth in the County's Addendum shall control.

7. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

**COUNTY'S ADDENDUM TO MASTER EQUIPMENT LEASE AGREEMENT**  
**Laramie County/ Wyoming Machinery Company**

Signature Page

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_  
Chairman, Laramie County Commissioners

Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Laramie County Clerk

Date \_\_\_\_\_

Wyoming Machinery Co.:

By:  \_\_\_\_\_  
Authorized Signature

Date 12/13/2021

REVIEWED AND APPROVED AS TO FORM ONLY

By:  \_\_\_\_\_  
Laramie County Attorney's Office

Date 12/15/21



**Wyoming Machinery Company  
Master Equipment Lease Agreement**

This Master Equipment Lease Agreement (this "Agreement") is dated [DECEMBER 13], 20[21], and is between Wyoming Machinery Company ("Lessor") and [LARAMIE COUNTY] ("Lessee," and each of Lessor and Lessee, a "Party," and together, the "Parties").

**Recital**

Lessee desires to lease equipment from Lessor, and Lessor desires to lease equipment to Lessee, pursuant to the terms hereof and one or more Rental Addenda, the form of which is attached hereto as Exhibit A (each, an "Addendum," and this Agreement together with all Addenda entered into hereunder, the "Lease Documents").

**Agreement**

In consideration of the foregoing recital, which is incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 1. Purpose and Scope.** This Agreement is a master equipment lease agreement between Lessor and Lessee, and it shall control and govern Lessor's lease of equipment to Lessee pursuant to Addenda. This Agreement does not obligate Lessor to lease equipment to Lessee, nor does it obligate Lessee to lease equipment from Lessor, but this Agreement shall control and shall define the rights and obligations of the Parties with respect to all Addenda entered into by the Parties. The Parties shall be bound by an Addendum upon the earlier to occur of (a) both Parties' execution and delivery of such Addendum or acknowledgement of acceptance of such Addendum by notice to the other Party, or (b) Lessor's delivery, and Lessee's acceptance, of the equipment specified in such Addendum (the "Equipment"). If a conflict exists between the terms and conditions in this Agreement and the terms and conditions in an Addendum, the terms and conditions in the body of this Agreement shall control.

**Section 2. Equipment.** Lessee shall pay the rental rate set forth in the applicable Addendum for the lease of the applicable Equipment. The first payment shall be due in advance of the delivery date specified in the applicable Addendum in accordance with the invoice terms, and Lessee shall pay subsequent rental payments and additional charges at the beginning of each renewal period pursuant to Lessor's invoices setting forth such payments and charges. At any time and in its discretion, Lessor may bill Lessee for additional charges as set forth herein, and if assessed, Lessee shall pay such charges. Notwithstanding the foregoing, rent payments shall be due whether or not Lessee has received any notice thereof. Lessor shall determine suitability of any new rubber tires or tracks installed by Lessee and will determine value and credit to be given when calculating final billing. Lessor shall provide Equipment with a full tank of fuel at the beginning of the term specified in the applicable Addendum unless doing so will not allow the Equipment to be commercially transported, in which case the Equipment will be shipped with a partial tank of fuel. Lessee shall return the Equipment with the same level of fuel as shipped, or Lessee shall pay for fueling the Equipment at Lessor's fuel rate at the time of return.

**Section 3. Agreement of Rental Only.** Except as set forth in Section 18, this Agreement is one of rental only, and Lessee shall not have or acquire any right in the Equipment except the right to use the same during the Rental Term (defined below), subject to the provisions of this Agreement. Lessee shall keep the Equipment free from levy, legal process, tax, and other claims, liens, and encumbrances, and upon request, Lessee shall provide proof of payment of any taxes the nonpayment of which may reasonably be expected to result in a lien. Lessee shall promptly pay all expenses, including attorneys' and professionals' fees, that Lessor incurs in defending or removing any claim, lien, or encumbrance upon the Equipment. Except as set forth in Section 18, the Equipment shall remain personal property of Lessor even where it, or any part thereof, becomes attached to real property. Lessor may substitute the Equipment with the same or substantially similar equipment at any time during the Rental Term. During the Rental Term, Lessee shall (a) pay all registration fees, license fees, assessments, charges, and taxes, together with any penalties or interest that may be imposed by any taxing authority with respect to the ownership, possession, use, rental, or value of the Equipment, whether the same is assessed to Lessor or Lessee, and, (b) upon request, provide to Lessor proof of payment of same. Lessee appoints Lessor as attorney-in-fact to prepare and execute in Lessee's name and on Lessee's behalf any financing statements or other filings advisable to protect Lessor's interest in the Equipment.

**Section 4. Delivery.** Custody and risk of loss to the Equipment shall transfer from Lessor to Lessee when Lessor delivers the Equipment to Lessee or its designee at the delivery location set forth in the applicable Addendum, or if no delivery location is indicated therein, at the location agreed to by the Parties.

**Section 5. Equipment Conditions; Damages.** Unless notified by Lessee in writing to the contrary within 48 hours after receipt, the Equipment shall be conclusively presumed to (a) be in good order and repair and (b) have been unconditionally accepted by Lessee, in each case upon delivery to Lessee. If Lessee timely notifies Lessor that the Equipment is not in good order and repair, then within 48 hours after Lessor's receipt of such notice, Lessor shall, at its option and expense, either put the Equipment in good order and repair or provide substitute Equipment of the same or similar kind (subject to availability), which shall be Lessee's sole remedy and Lessor's sole liability for the failure of the Equipment to be in good order and repair upon delivery to Lessee. Lessor shall not be responsible for any expenses contracted by Lessee or any repairs done to the Equipment without Lessor's prior written consent. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES AS TO THE CONDITION OF THE EQUIPMENT OR AS TO VISIBLE OR HIDDEN DEFECTS IN THE MATERIAL, WORKMANSHIP OR CAPACITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR JOB. LESSEE HEREBY RELEASES LESSOR FROM ANY INJURY, DELAYS, CLAIMS OR DAMAGES (CONSEQUENTIAL OR OTHERWISE) RESULTING FROM OR BY REASON OF, THE USE OR CONDITION OF SUCH EQUIPMENT, OR BY REASON OF ANY FAILURE OR DELAYS IN MAKING DELIVERY TO LESSEE, OR FOR ANY LOSS OR DAMAGE TO THE EQUIPMENT IN TRANSIT, OR FROM STRIKES OR OTHER CONTINGENCIES BEYOND LESSOR'S CONTROL, OR FROM ANY CAUSE WHATSOEVER.

**Section 6. Lessor's Responsibility in regards to Repairs/Maintenance.** During the Rental Term, Lessee shall promptly notify Lessor of any perceived need for major mechanical repairs of the Equipment, and Lessor shall provide labor and materials for necessary major mechanical repairs on the Equipment arising from normal use. Lessor shall have the sole right to determine whether

major mechanical repairs are required, what constitutes major mechanical repairs, and what repairs arise from other than normal use. Lessor may inspect the Equipment from time to time during the Rental Term and upon return of the Equipment, and Lessor shall invoice Lessee for any damage beyond normal wear. Lessor shall provide, at no charge to Lessee, sufficient oil sample bottles and other materials necessary to secure an oil sample from each compartment of the Equipment, at the manufacturer's recommended oil sample/change period. Lessor's repair and maintenance obligations hereunder are conditioned upon Lessee delivering these oil samples to Lessor on a regular basis, with the service meter reading and other required information on each sample. Lessee shall be responsible for paying for any repair required because of abuse, negligence or abnormal use including speeding, lack of lubrication or maintenance of necessary fluid levels, damage resulting from lack of normal services, collision, overturning, or improper operation. IF THE EQUIPMENT IS DAMAGED AND REQUIRES REPAIR THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL CONTINUE DURING THE PERIOD OF REPAIR, INCLUDING THE OBLIGATION OF LESSEE TO MAKE RENTAL PAYMENTS.

**Section 7. Lessee's Responsibilities in regards to Repairs/Maintenance.** Lessee agrees to keep the Equipment in good order and repair at its own expense, except for major mechanical repairs as described in Section 6. If as of the end of the guaranteed rental period specified in the applicable Addendum and any extension thereof, the Equipment has been lost, destroyed, or rendered unfit for service, or not returned for any reason, Lessee shall pay Lessor the replacement value thereof, together with interest thereon at Lessor's current account rate, from that date until such sum is paid in full. Lessee shall not make any modifications to any of the Equipment without written permission of Lessor. Lessee shall be responsible for normal operating repairs and appropriate fluid and filter replacements as recommended by manufacturer's guidelines. Cylinder head breakage is the sole responsibility of Lessee. Lessee shall pay for all fuel and oil used during the Rental Term and shall maintain proper oil and coolant levels at all times. Lessee shall provide the requested oil samples to Lessor. Lessee shall notify Lessor before any field repairs are done to the Equipment, and failure to so notify will result in Lessee being responsible for all cost of repairs and all related repairs. Lessee shall not, and shall not authorize a third party to, perform any major mechanical repairs on the Equipment.

**Section 8. Rental Term.** The term of each Addendum shall include the guaranteed rental term specified therein, and each such Addendum shall automatically renew for additional 28-day periods unless either Party gives at least 28 days' notice of nonrenewal prior to the end of the initial term or the then-current renewal period, as applicable (such term, and all additional time spent in transporting the Equipment to or from Lessee, and any additional time required for Lessor to regain full possession or control of, make repairs to, or discharge liens or encumbrances upon the Equipment, the "Rental Term"). Lessor may adjust the rental rate during any renewal period to Lessor's then-current standard published rate. With respect to Equipment leased pursuant to an Addendum in which the "Rent-to-Purchase" option has been selected, after 18 billing cycles under such Addendum, Lessor may replace the Equipment with substitute equipment of the same or similar capabilities, in Lessor's sole discretion, which replacement will reset the calculation of the Purchase Price set forth in Section 18.

**Section 9. Inspection Charges.** Lessee shall pay all charges for any work or inspection required by any third party. Lessor may refuse to do any repair work if such work would be a violation of a federal, state or local statute, ordinance or regulation. Lessor may remove the Equipment from any job or location (a) where it is found if in its opinion the Equipment is likely to be damaged or immobilized for a significant period, or (b) when Lessor determines it is necessary for the purpose of repair or inspection.

**Section 10. Insurance.** Lessee shall provide and maintain physical damage insurance on the Equipment in an amount equal to the replacement value of the Equipment, and is responsible for any deductible, with such insurance to cover loss or damage occasioned by fire, theft, flood, explosion, accident, act of God, vandalism or any other cause that may occur during the Rental Term. Lessee shall obtain and maintain Commercial General Liability Insurance to protect Lessor with a minimum of \$2,000,000 combined single limit, and Workers' Compensation/employers liability coverage at a minimum limit as required by applicable law or in another amount acceptable to Lessor. Lessee shall ensure that such insurance (a) names Lessor as additional insured, except with respect to the Workers' Compensation policy, unless Lessee is a governmental entity, and (b) waives any right of subrogation of the insurers against Lessor. If Lessee has not furnished evidence of insurance in a form suitable to Lessor by the time the Equipment, or any portion thereof, leaves Lessor's yard, then Lessor may, at its option, charge Lessee an amount to offset Lessor's cost of insurance, which amount neither constitutes insurance nor relieves Lessee in any way of its obligation to obtain and maintain insurance hereunder. The charge will be added to Lessee's other obligations and is due at the beginning of the next billing cycle. Lessee shall provide Lessor with a loss payable clause from its insurance agent as evidenced by proof of insurance certificate. In the case of an actual loss, Lessee shall assist Lessor in any matter necessary to efficiently process any and all claims. Additionally, in the event of an actual loss the terms and conditions set forth herein shall continue until Lessor is made whole. If Lessee participates in and obtains coverage through a government risk pool, Lessee shall provide proof of such participation to Lessor, along with information regarding limits of coverage, and to the extent of any conflict between the requirements of the government risk pool and the provisions hereof, the requirements of the government risk pool shall control.

**Section 11. Transportation Charges.** Lessee agrees to pay all transportation charges, assembly or disassembly charges, on the Equipment from the point of shipment to the point of delivery and return therefrom or to such place as agreed to by both Parties or to such place as Lessor shall designate, except that Lessee shall be put to no greater expense of the Equipment than if the Equipment were returned to Lessor's original point of shipment.

**Section 12. Equipment Location.** The Equipment shall not be used in violation of any federal, state, or local statute, order, or regulation. At Lessee's own risk, Lessee shall use or permit the use of the Equipment at the location specified in the applicable Addendum, or if none is specified, at Lessee's billing address set forth therein, and Lessee shall not permit the removal of the Equipment outside of the county indicated in the applicable addendum without giving notice of such removal and the location of use to Lessor.

**Section 13. Return.** Upon the expiration of the guaranteed rental period and any extensions thereof, Lessee shall promptly return the Equipment to the location indicated by Lessor in the same condition less normal wear as when received, and custody and risk of loss to the Equipment shall transfer back to Lessor upon such return. Time is of the essence for return of the Equipment, and this obligation shall not be excused by theft, vandalism, fire, weather, act of God, or for any other reason whatsoever.

**Section 14. Time of Essence.** Time is of the essence of any Addendum entered into hereunder. Acceptance by Lessor or any late payment shall not be construed as a waiver of Lessor's right to have each subsequent payment made on the due date thereof. Similarly, the failure of Lessor to timely notify Lessee of any breach of the terms hereof shall not constitute a waiver by Lessor of such provisions as to any subsequent breach of the same, or of any other provision hereof. Accounts not paid in full prior to the last day of the month when due will incur interest at Lessee's current account rate. At any time Lessor may request written or financial assurance that Lessee is able to perform all of its obligations hereunder. If Lessee fails to give Lessor adequate assurance of



performance after written demand therefor when reasonable grounds for insecurity arise, then Lessor may, upon notice to Lessee, terminate this Agreement without liability and require Lessee to immediately return the Equipment.

**Section 15. Default, Attorney's Fees; Lien.** If Lessee fails in the payment of the rental or any other amount under any Addendum when due or fails to perform any of its obligations under any Addendum, or if bankruptcy, receivership, assignment for benefit of creditors or other insolvency proceedings are commenced by or against Lessee, Lessee shall be in default of all Lease Documents, and (a) Lessee shall without notice immediately be indebted to and shall immediately pay Lessor all sums due under all the Lease Documents, and (b) Lessor may immediately terminate all Lease Documents upon notice to Lessee. Lessee has no right to cure after default hereunder. If any Lease Document is placed by Lessor in the hands of an attorney after default for enforcement or collection, Lessee shall pay all costs and expenses therefore, including attorneys' and professionals' fees and collection costs. If Lessor elects to file a notice of lien with respect to the Equipment or its use, either with or without the default of Lessee, Lessee shall pay all costs and expenses therefore.

**Section 16. Repossession.** If at any time Lessor, in its sole discretion, determines that its right to its Equipment is endangered or that the Equipment is being used improperly or in any manner being improperly cared for or abused, or if there shall be any default by Lessee in the payment or performance of any obligation hereunder, then Lessor may, in addition to its other remedies, without notice to Lessee and without any court order or other process of law, immediately repossess and remove or lock such Equipment and, at its option, terminate all Lease Documents. Repossession alone shall not be construed to be an acceptance of surrender of this Agreement and neither termination nor repossession shall deprive Lessor of the right to recover unpaid rentals, other charges, or damages for Lessee's breach of the Lease Documents.

**Section 17. Moratorium.** With respect to Equipment leased pursuant to an Addendum in which the "Rent-to-Purchase" option has been selected, upon Lessee's request, Lessor may, in Lessee's sole discretion, grant Lessee a moratorium of full lease payments (a "Moratorium"), which Moratorium shall not extend for more than four billing cycles within any 12-month period, during which all other terms of this Agreement and such Addendum shall continue to apply. If granted, the Moratorium will begin upon the return of the Equipment at Lessor's direction and shall continue until the earlier of (a) the end of the agreed-upon term of the Moratorium and (b) the return of the Equipment to use, whichever is earlier. During the term of the Moratorium, Lessee shall be responsible for a lease payment equal to 1% of the replacement value per billing cycle. Lessee shall not request a Moratorium if Lessee is not current on amounts due or obligations required hereunder. Lessor shall document service meter readings at the beginning and end of the Moratorium to show that the Equipment was not used during the Moratorium. The standard rental fee set forth in the applicable Addendum will again apply once the Equipment is returned to use.

**Section 18. Right to Purchase.** With respect to Equipment leased pursuant to an Addendum in which the "Rent-to-Purchase" option has been selected, at any time during the Rental Term, Lessee may elect to purchase the Equipment as provided for in this paragraph on an as-is/where-is basis (the "Purchase Right"), and Lessor and Lessee shall use commercially reasonable efforts to consummate the sale of the Equipment within 10 days after Lessee's notice to Lessor of its determination to exercise the Purchase Right. The purchase price of the Equipment (the "Purchase Price") will be the replacement value of the Equipment as set forth on the first page of the applicable Addendum plus the value of any repairs made by Lessor to the Equipment that have not been reimbursed by Lessee (such value determined in Lessor's sole discretion), less 100% of the aggregate rental payments paid under the applicable Addendum through the time of Lessee's exercise of the Purchase Right (not including charges not specifically included in the rental payments, such as mobile machinery tax, insurance, and delivery charges), plus annual simple interest of 3% over the prime rate as reported on a daily basis in the Wall Street Journal on the declining balance of the replacement value and such repairs. If Lessee exercises the Purchase Right, (a) Lessor may assign its rights to sell the Equipment and, if applicable, to purchase any trade-in property agreed to by the Parties, to Wyoming Machinery Exchange, LLC, and (b) Lessee shall be responsible for any sales tax and unpaid rental and related charges until the date of such exercise. Upon the consummation of the sale of the Equipment as provided for herein, the applicable Addendum shall automatically terminate.

**Section 19. Jurisdiction.** The Lease Documents shall be governed by the applicable law of the State of Wyoming, other than such laws, rules, regulations, and case law that would result in the application of the laws of a jurisdiction other than the State of Wyoming. Any litigation under any Lease Document shall be brought and maintained in the appropriate courts in Natrona County, Wyoming, and the Parties consent to personal jurisdiction in the State of Wyoming, or if Lessee is a Wyoming governmental entity, jurisdiction shall be dictated by the Wyoming Governmental Claims Act Section 1-39-117(b).

**Section 20. Offsets.** No waivers, counterclaims, or offset of any kind or nature shall be set up or urged against Lessor unless the same shall be in writing signed by Lessor.

**Section 21. Indemnification.** Except to the extent prohibited under the laws of the State of Wyoming, Lessee shall indemnify, hold harmless, and, at the request of Lessor or a member of Lessor's Group (defined below), defend Lessor, its affiliates, and its and their officers, directors, shareholders, members, partners, and employees, and the successors and assigns of all of the foregoing (Lessor's "Group") from any and all expenses, damages, costs, and liabilities, including court costs and reasonable attorneys' and professionals' fees and costs and other litigation and settlement expenses (collectively, "Losses"), sustained or incurred by any member of Lessor's Group, including as a result of a claim, demand, or action made by a third-party (a "Third-Party Claim"), to the extent the Losses arise out of, are connected with, or result from (a) the Equipment, including its manufacture, purchase, possession, selection, delivery, use, operation or return of such property and from any injury to property or to life caused in any way by the Equipment during the Rental Term, or (b) Lessee's breach of the representations, warranties, or covenants contained in the Lease Documents, including Section 23. The Parties acknowledge that if Lessee is a Wyoming governmental entity, (i) the Wyoming Governmental Claims Act applies to any claims Lessor may have against Lessee arising from the subject matter of the Lease Documents, (ii) Lessee does not waive its immunity by entering into this Agreement, and (iii) Lessee fully retains all defenses available to it under law. Lessor shall give Lessee notice and information concerning any Third-Party Claim against Lessor or a member of its Group that could reasonably be expected to result in a Loss and any inquiry or investigation that Lessor believes may involve or be expected to lead to such a Third-Party Claim, in each case promptly after Lessor obtains knowledge thereof. The Parties shall cooperate to defend or settle such Third-Party Claim at the Indemnifying Party's sole cost. Damage for any loss of or injury to the Equipment shall be based on the replacement value of the Equipment irrespective of rentals paid or accrued.

**Section 22. Assignment.** Lessee shall not assign, transfer, pledge, mortgage, hypothecate, hire out or otherwise dispose of this Agreement, the Equipment or any interest therein or sublet or lien the Equipment, surrender or part with its possession, custody, or control, or permit it to be used by anyone other than Lessee or Lessee's employees without Lessor's consent, and any attempt by Lessee to do any of the foregoing shall be void.

**Section 23. Sublease.** Lessee shall not enter into any sublease of the Equipment or any part thereof without Lessor's prior consent, except that Lessee may sublease the Equipment or a part thereof without Lessor's prior consent if (a) the sublessee is engaged

in a business substantially similar to the business of Lessee, (b) the term of the sublease does not extend beyond the guaranteed rental term provided in the applicable Addendum, (c) the rights of any sublessee are subject and subordinate to all the terms of this Agreement and the applicable Addendum, (d) the terms of such sublease do not permit any sublessee to take any action not permitted to be taken by Lessee in this Agreement and the applicable Addendum, and (e) the sublease provides that the sublessee undertake the same indemnification and insurance obligations contained in this Agreement in favor of Lessor and Lessor's Group. Regardless of any sublease, Lessee shall remain liable under this Agreement and the applicable Addendum for the performance of all of the terms of this Agreement to the same extent as if such sublease had not occurred. Any attempted sublease in violation of this Agreement shall be void.

**Section 24. Exposure to Hazardous Material or Waste.** Lessee shall not expose the Equipment to any hazardous material or waste. If the Equipment is exposed to any hazardous material or waste, Lessee shall immediately: (a) notify Lessor; (b) remove the Equipment from such exposure; and (c) completely clean and decontaminate the Equipment. If the Equipment cannot be completely cleaned, decontaminated, and otherwise discharged from all adverse effects of such exposure, as determined by Lessor, Lessee shall pay Lessor the replacement value of the Equipment, together with interest thereon at Lessor's current account rate, from the exposure date until such sum is paid in full, plus all Losses arising from any such exposure of the Equipment to hazardous material or waste.

**Section 25. Notices.** All notices and other communications required or permitted to be given under the Lease Documents shall be (a) in writing, (b) delivered in person or by electronic mail, overnight courier, or certified mail, postage prepaid, return receipt requested, to the receiving Party at the address shown on the applicable Addendum, or if no address is set forth therein, on the signature page hereto, and (c) deemed received on the date of delivery or refusal, as applicable. A Party may change its notice information by delivering notice to the other Party pursuant to this section.

**Section 26. Interpretation.** Unless a clear contrary intention appears otherwise, (a) words used with initial-capitalized letter have the meanings set forth in the Lease Documents, (b) the singular includes the plural and vice versa, (c) reference to any document or law means such document or law as amended from time to time, (d) "include" or "including" means including without limiting the generality of any description preceding such term, (e) the term "or" is not exclusive, (f) headings are for convenience only and do not constitute a part of this Agreement, (g) the phrase "this Agreement" and the words "herein," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, including the applicable Addendum.

**Section 27. Miscellaneous.** If any provision of the Lease Documents is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of the Lease Documents or of any other portion thereof. At the option of Lessor, any Lease Document may be recorded or filed with any appropriate governmental entity to evidence Lessor's interest in the Equipment. No Lease Document shall be considered in full force until accepted by Lessor and executed by its proper officer in Casper, Wyoming. All other terms and conditions of the Lease Documents shall be binding upon and shall inure to the benefit of the Parties and their heirs, successors in interest, personal and/or legal representatives, and assigns (where permission to assign has been given by Lessor). The Lease Documents contain all of the covenants between the Parties and any representation or understanding not contained therein shall be of no force or effect whatsoever. Lessor shall not be obligated to perform under any Lease Document to the extent such performance is delayed by strikes, breakage, fires, unforeseen commercial delays, insurrection, wars, acts of God, or governmental regulations or other actions outside of Lessor's reasonable control. All remedies given to Lessor hereunder or by operation of law are cumulative and the exercise of any one remedy by Lessor shall not be construed to be to the exclusion of any other remedy. Except as otherwise set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their successors and permitted assigns, and, for purposes of the indemnification obligations contained herein, for each member of Lessor's Group, and nothing contained herein is intended to or should confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Lease Documents. The terms and conditions of the Lease Documents shall survive the expiration or termination hereof to the extent necessary for their enforcement and for the protection of the Party in whose favor they operate. Any Lease Document may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A signature page in "PDF" format or an electronic signature to a Lease Document shall be deemed an original and binding upon the Party against which enforcement is sought.

**Section 28. Waiver of Sovereign Immunity.** You hereby expressly and irrevocably waive your sovereign immunity (and any defense based thereon) from any suit action or proceeding or from any legal process (whether through service of notice, attachment prior to judgement, attachment in aid of execution, execution, or otherwise) in any forum with respect to this Agreement, the Units, and any of the agreements, documents, schedules, instruments, certificates and transactions contemplated by this Agreement. We shall with respect thereto have all available legal and equitable remedies, including, without limitation, the rights and remedies under the Uniform Commercial Code as adopted by the state of Wyoming, the right to specific performance, money damages and/or injunctive and declaratory relief. You expressly consent to the exercise of jurisdiction over such action and over you by any federal or state court having competent jurisdiction. Except as is or may become necessary to fulfill or satisfy your obligations under this Agreement, such waiver shall not be deemed a consent by you (or the United States) to a levy of any judgment, lien or attachment of any of your property other than the Units.

Wyoming Machinery Company.  
(Lessor)

\_\_\_\_\_  
(Lessee)

By: 

By: \_\_\_\_\_

Name: JAMES C. TABORIAN  
Title: VP FINANCE

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

5300 West Old Yellowstone Hwy  
Casper, WY 82602  
Email: jctaborian@newyomingcat.com

Address: \_\_\_\_\_  
Email: \_\_\_\_\_

Date Presented 12/13/2021

Date: \_\_\_\_\_





RENTAL ADDENDUM

AGREEMENT NUMBER: \_\_\_\_\_

DATE: \_\_/\_\_/\_\_

LESSOR/LESSEE INFORMATION	
<b>Lessor:</b> Wyoming Machinery Company <b>Address:</b> P.O. Box 2335 <b>City, State, Zip:</b> Casper, Wyoming 82602 <b>Phone:</b> 307-472-1000 <b>Fax:</b> 307-261-4491	<b>Lessee:</b> _____ <b>Address:</b> _____ <b>City, State, Zip:</b> _____ <b>Authorized Representative:</b> _____ <b>Phone:</b> _____ <b>Lessee Order No.:</b> _____ <b>Email:</b> _____

TERMS AND CONDITIONS

This addendum is governed by the terms and conditions set forth in the Master Equipment Lease Agreement, dated \_\_/\_\_/\_\_, between Lessor and Lessee (the "Agreement"). This addendum shall be deemed accepted by Lessee on the earlier to occur of (a) both parties' execution and delivery of this addendum or acknowledgment of acceptance of this addendum by notice to the other party in accordance with the Agreement, or (b) Lessor's delivery, and Lessee's acceptance, of the equipment specified herein.

RENT-TO-PURCHASE OPTION
<input type="checkbox"/> YES RENT-TO-PURCHASE OF <input type="checkbox"/> NO RENT-TO-PURCHASE <i>(select which applies)</i>

EQUIPMENT DESCRIPTION				
IDNO	MK	MODEL	SERIAL NUMBER	REPLACEMENT VALUE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

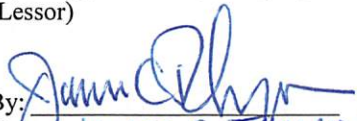
OIL SAMPLE MATERIALS SHOULD BE SENT TO
<b>NAME:</b> _____ <b>COMPANY:</b> _____ <b>ADDRESS:</b> _____

LOCATION FOR EQUIPMENT USE
<b>ADDRESS:</b> _____ <b>CITY, STATE, ZIP:</b> _____ <b>PHONE:</b> _____

TERMS
<b>GUARANTEED RENTAL TERM:</b> _____ <b>RENTAL RATE PER 28 DAY PERIOD:</b> \$ _____ <b>HOURS ALLOWED PER PERIOD:</b> _____ <b>EXTRA HOUR RATE PER PERIOD:</b> \$ _____ PER HOUR  <b>A CHARGE OF \$ _____ PER PERIOD WILL BE CHARGED UNTIL PROOF OF INSURANCE IS PROVIDED.</b>  <b>IF APPLICABLE, TIRE WEAR WILL BE BILLED PER 32ND INCH.</b> <b>FRONT:</b> \$ _____ PER 32ND INCH <b>REAR:</b> \$ _____ PER 32ND INCH <b>FULL CHARGE PER GALLON:</b> \$ _____ PER GALLON

DELIVERY
<b>DELIVERY DATE:</b> __/__/__ <b>DELIVERY LOCATION:</b> _____ <b>SMU READING AT TIME OF DELIVERY:</b> _____ <b>YEAR OF MANUFACTURER:</b> _____

Wyoming Machinery Company.  
(Lessor)

By:   
Name: JAMES C. HOLDEN  
Title: VP FINANCE

\_\_\_\_\_  
(Lessee)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_