

ADDENDUM TO SERVICE LOCATION AGREEMENT
Between
LARAMIE COUNTY AND HIGH WEST ENERGY, INC.

THIS ADDENDUM is made and entered into by and between the Laramie County, P. O. Box 608, Cheyenne, Wyoming 82003 (“COUNTY”) and High West Energy, Inc., ATTN: (“CONTRACTOR”) (COUNTY and CONTRACTOR collectively known as “Parties” herein.) The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the New Service, Service Location Agreement (3 pages) and modifications will not be made to Invoice (1 page) Rate Schedule (1 page), collectively attached and incorporated herein as “Attachment A”, (collectively hereinafter referred to as “Agreement”). The Right of Way Easement will be attached to this Addendum as “Attachment B” if necessary. The Attachment A is for CONTRACTOR to provide a new service for COUNTY for a billboard for the Laramie County Events Center. For purposes of reference and interchangeability: CONTRACTOR is referred to as “High West” in the Agreement and COUNTY is referred to as “Applicant” or “Member” in the Agreement.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until the Agreement and Addendum are completely performed or are terminated as provided herein.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR ten thousand dollars (\$10,000) for CONTRACTOR services described in Attachment A.

IV. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services as fully described in “Attachment A.”

V. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to

perform the same or similar services for others.

2. Entire Agreement: The Agreement (3 pages), this Addendum (5 pages) and any potential Right of Way Easement (1 page), represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

3. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

4. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

5. Termination: This Agreement 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; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive the COUNTY's governmental immunity as provided in this Agreement and Addendum.

8. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

9. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

10. Governmental/Sovereign Immunity: Except for in any proceeding related to the

enforcement of the terms and conditions of this Agreement, in which proceedings COUNTY agrees this Governmental/Sovereign Immunity shall not apply and the County shall not to use Governmental/Sovereign immunity as a defense, 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 this Agreement and 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 this Agreement and Addendum.

11. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

12. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for the COUNTY. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide the COUNTY with proof of such insurance.

13. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

14. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

15. Limitation on Payment: The 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 Agreement may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected 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 the COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the 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 this Agreement in order to acquire similar services from another party.

16. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

17. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum, and the Agreement (including all documents within the Addendum as defined above, and the charter and bylaws of High West, referenced in the Application for Membership), the provisions and conditions set forth in this Addendum shall control.

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

[remainder of page intentionally left black, signatures on following page]

**ADDENDUM TO SERVICE LOCATION AGREEMENT
Between
LARAMIE COUNTY AND HIGH WEST ENERGY, INC.**

SIGNATURE PAGE

LARAMIE COUNTY

By: _____ Date Feb 4, 2025
Chairman, Laramie County Board of Commissioners

ATTEST:

By: _____ Date Feb 4, 2025
Debra Lee, Laramie County Clerk

CONTRACTOR: HIGH WEST ENERGY, INC.

By: _____ Date _____

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date Feb 4, 2025
Laramie County Attorney's Office

HIGH WEST ENERGY

6270 County Rd 212
 PO Box 519
 Pine Bluffs, WY 82082
 (307) 245-3261

INVOICE: 36857

Invoice Date: 01/28/2025
 Terms: NET DUE 30 DAYS
 Due Date: 02/27/2025
 Amount Due: \$ 10,000.00

LARAMIE COUNTY
 PO BOX 608
 309 W 20TH ST
 CHEYENNE WY 82001-3601

Account: 6561
 Description: WO 240833 NEW SERVICE FCOR BILLBOARD AT LARAMIE COUNT EVENTS CENTER. Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
BILLBARD AT EVENTS CENTER	1.000	EA	10,000.0000	10,000.00	

MESSAGES	
Pay your bill online with a credit card or check with Pay Now!	Subtotal: \$ 10,000.00
Our website is: www.highwest.coop	Tax: \$ 0.00
From the home page click on Account > Pay Now with Credit Card	Total: \$ 10,000.00
Enter account number and name on invoice	Amount Paid: \$ 0.00
No Password Required!	Amount Due: \$ 10,000.00
Call our office if you are needing assistance 888-834-1657 or 307-245-3261	

HIGH WEST ENERGY

6270 County Rd 212
 PO Box 519
 Pine Bluffs, WY 82082
 (307) 245-3261

Account:	6561
Invoice:	36857
Due Date:	02/27/2025
Amount Due:	\$ 10,000.00
Amount Of Payment:	_____

LARAMIE COUNTY
 PO BOX 608
 309 W 20TH ST
 CHEYENNE WY 82001-3601



**HIGH WEST ENERGY, INC.
NEW SERVICE
SERVICE LOCATION AGREEMENT**

This Service Location Agreement (“Agreement”) is entered into this 28th day of January 2025 by and between Laramie County (“Member”) and High West Energy, Inc. (“High West”).

Member desires that High West provide services at the following location:*

New billboard sign/Thunder Rd

*This agreement includes all additional locations where the member receives service, documented in the attached addenda, if applicable.

Is applicant the owner of the property where service is being requested? Yes No

If **NO**, please provide the name, address, and telephone number of the property owner(s):

1. Member will cause his premises to be wired in accordance with wiring specifications approved by High West. The service is approximately 0 feet from the proposed distribution line of High West, or from the road where the property is located.

2. Member hereby agrees and grants High West, its officers, employees, and agents’ free access to the property covered by this Agreement for the purpose of inspecting, repairing, or removing metering equipment and/or facilities on the property.

3. Member will, when electric energy becomes available and the meter installed at each service location, purchase from High West all electric energy used on the premises and will pay on a monthly basis for service at the rates then in effect as adopted and approved by High West.

4. Member agrees that it will pay to High West a minimum amount, as such minimum is set by the board of directors from time to time, per month regardless of the amount of electric energy consumed. Monthly minimums include fixed charges such as operation, maintenance, billing, depreciation and other charges associated with providing service on a continual basis in addition to energy charges which are determined based on current wholesale charges and other costs associated in delivery of energy. Member agrees to pay a monthly minimum (as the same may be adjusted from time to time) for this location, regardless of the amount of electric energy actually consumed. Currently, to recover cost of construction, less contributions, the minimum for this location is \$72.25 or the current Grid Access Charge fee for that specific rate class, whichever is greater. This minimum will be in effect for five years from the date the service was installed.

5. In the event High West reasonably determines that its meter or equipment has been tampered with or bypassed, High West may disconnect service and/or estimate in any method it may deem appropriate the amount of electric energy believed to have been consumed. Member



shall promptly pay any such electric service bill, reflecting the estimate calculated by High West for the period of time such tampering or bypassing High West believes may have been continued in its sole and unilateral discretion. Member shall also pay the cost of all labor, materials, and equipment necessary to repair or replace the altered or damaged facilities.

6. High West shall use reasonable diligence to provide constant and uninterrupted electric power, however, if electric power or service should fail or be interrupted, or become defective, or be reduced through an act of God, governmental authority action, public enemy, accident, strike, labor trouble, failure of equipment, due to maintenance, repair, upgrade work, or other circumstances beyond High West's control, High West shall not be liable to Member for any damages (whether compensatory), which may be incurred because of such interruption in service.

7. Member shall be liable for all payments required to be paid to High West, which liability may be enforced by High West by action at law to enforce such payment. No change in ownership or occupation of the property covered by this Agreement shall relieve Member of the payment obligations to High West, unless and until Member notifies High West that service may be disconnected from the property and/or High West receives and approves an Application for Membership from the person occupying the property covered by this Agreement.

8. Member hereby grants High West the necessary rights, privileges and easements to construct, operate, maintain, repair, service, relocate and reconstruct its line or lines for the transmission or distribution of electric energy and/or all the equipment connected or used in connection therewith, upon, across, over and under the property, and will execute and deliver to High West an easement in the form substantially similar to the easement attached hereto as an example, and any other conveyance, grant, or instrument which High West shall deem necessary or convenient for said purpose. All service lines, meters, switches and other appliances and equipment constructed or installed by High West on over, under and across said property to the point of metering, shall at all times be the sole property of High West and High West shall have the right of access to said property to repair or service the same, and upon the discontinuance of service for any reason to remove the same.



The applicant understands and agrees that this Agreement may be filed by High West in the property records of the county in which the service meter or meters are located.

In Witness Whereof, this Agreement is dated as of the first date written above.

Applicant:

By: _____

Printed Name: Laramie County Fair

**APPROVED AS TO FORM ONLY BY
THE LARAMIE COUNTY ATTORNEY**

By: _____

Printed Name: _____

Member Account # 9799717

High West Energy Inc.

By: _____

Name: Jared Routh

Title: CEO/General Manager

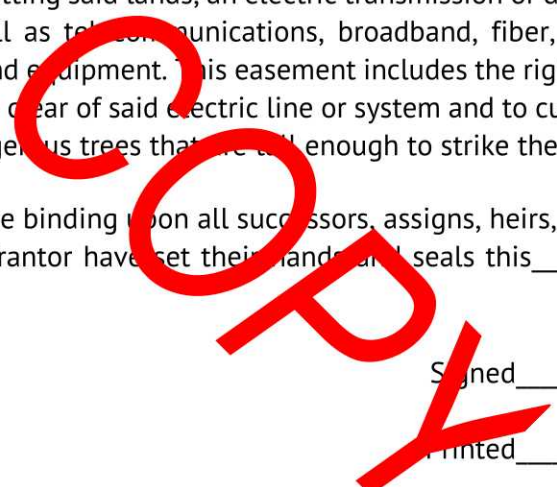
RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE present, that **PROPERTY OWNERS NAME** hereinafter called "Grantor" of County of Laramie, State of Wyoming, hereby grant(s) unto High West Energy, a Cooperative, and to its successors or assigns, the right to enter on or under the lands of the Grantor(s) situated in the County of Laramie, State of Wyoming and described as follows:

An easement in the LEGAL DESCRIPTION, Laramie County Wyoming. This easement is for approximately..... Please see the attached map.

And to place, construct, operate, repair, maintain, and replace thereon and in, under or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system and all related equipment, as well as telecommunication, broadband, fiber, and any other internet and telecommunication systems and equipment. This easement includes the right to cut and trim trees to the extent necessary to keep them clear of said electric line or system and to cut down from time to time, all dead, weak, or leaning or dangerous trees that are tall enough to strike the wires in falling.

This agreement shall be binding upon all successors, assigns, heirs, and grantees of the Grantor. IN WITNESS WHEREOF, the Grantor have set their hands and seals this ____ day of _____, 20__.



Signed _____

Printed _____

State of _____ Current Address _____

County of _____ City, State, Zip _____

The above instrument was acknowledged before me on this ____ day of _____, 20__, by _____ to me known to be the person/persons describe on, and who executed, the foregoing instruments and acknowledged that they executed the same as their free act and deed.

_____ NOTARY PUBLIC

My commission expires: _____

9799717

HIGH WEST ENERGY



MEMBERSHIP CERTIFICATE

Laramie County

HIGH WEST ENERGY, INC.

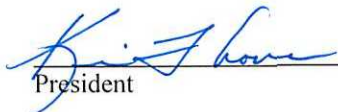
Pine Bluffs, Wyoming

(Hereinafter called the Cooperative)

This Certificate and the membership evidenced hereby are not transferable except as provided in the bylaws of the Cooperative and such membership may be terminated as provided in said bylaws. Upon termination of the membership of the holder hereof by death, cessation of existence, expulsion or withdrawal, this Certificate shall thereupon be surrendered to the Cooperative. Each member of the Cooperative shall be entitled to one vote and no more upon each matter submitted to a vote at all meetings of the members of the Cooperative.

This Certificate and the membership evidenced hereby are subject to all the terms, conditions and limitations contained in the articles of incorporation and bylaws of the Cooperative and all amendments thereto and in the application of the holder hereof for membership in the Cooperative.

IN WITNESS WHEREOF the Cooperative has caused this Certificate to be signed by its President and Secretary and its corporate seal to be hereunto affixed.



President





Secretary