

City – LCBA – WyoTech Holdings, LLC
PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT

THIS PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT (this "Agreement") is made and entered into by and between the **City**, a Wyoming municipal corporation and political subdivision of the State of Wyoming ("City"), the **Laramie Chamber Business Alliance**, a Wyoming non-profit corporation and statutorily authorized community development organization ("LCBA") and **WyoTech Holdings, LLC**, a Wyoming Limited Liability Corporation ("WyoTech").

RECITALS

(A) The City will apply for a Wyoming Business Committed Grant/Loan and Loan (the "Grant/Loan") from the Wyoming Business Council ("WBC") and will distribute the money from that Grant/Loan only for the construction phase of the Project described below pursuant to the terms of that Grant/Loan and according to Wyoming state law and pursuant to the terms of this Agreement, to allow for the construction of the "Heavy Diesel and Welding" portions (approximately 40,000 square feet) of the new training facility which will in total be approximately 147,000 square feet, (the "Project") and necessary infrastructure on 32.52 acres of property in the City, Albany County, Wyoming (the "Property") for purposes of assisting WyoTech to expand its education headquarters in Laramie, Wyoming. Specifically, the Property is on approximately 32.53 acres of land located at 15 N 73 W 6 SENE TR IN in Laramie, Wyoming which is owned by WyoTech Holdings, LLC.

(B) WyoTech is the business committed with respect to the Grant/Loan. WyoTech has committed to building its expanded education facility ("the Facility") on the Property. The Facility will be new construction of approximately a 147,000 square foot core and shell with associated site work.

(C) WyoTech is a leading educator in the automotive and diesel repair industry.

(D) The City and LCBA are aware that the construction and operation of the Facility would promote the sound economic growth of the City and Albany County, Wyoming through, among other things, the creation of new jobs, improvement of the tax base, and creation of other resources in Albany County area, all of which constitute a public purpose.

(E) The program under which the Grant/Loan is given authorizes project administration by a community development organization other than the Grant/Loan applicant, pursuant to a written agreement between the applicant and the community development organization;

(F) The City is to be the Grant/Loan applicant; and,

(G) LCBA is to be the community development organization; and,

(H) The complex nature of the project will require significant expenditure of time and resources by both the City and LCBA; and,

(I) LCBA has significant expertise and knowledge of the project to properly perform the project management (construction); and,

(J) It is of a definable benefit to the City, in the savings of City resources, and reasonably necessary to City, based upon the expertise of LCBA that the two should partner on this endeavor.

NOW, THEREFORE, for and in consideration of the foregoing recitals and promises to set forth

City – LCBA – WyoTech Holdings, LLC
PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT

herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PROJECT DESCRIPTION:

The project at issue will involve the construction of the “Heavy Diesel and Welding” portions (approximately 40,000 square feet) of the new training facility which will in total be approximately 140,000 square feet, (the "Project"). City will own through clear title the “Advanced Diesel” portion of the Project with the LCBA acting as project manager and agent for the City (lessor) as the lessor’s agent. LCBA will lease the Project to WyoTech with the intent that WyoTech will ultimately purchase the Project. The construction of the “Advanced Diesel” portion of the Project will be funded by the Grant/Loan. Total costs for this portion of the Project are anticipated to be \$10,000,000. The parties intend to apply to the WBC for the full Project costs to be awarded in grant and loan monies. The terms and requirements of the Grant agreement are incorporated herein. Should the WBC not award the City full Project construction costs, the parties shall have the option to seek alternative funding streams, or any party may declare this AGREEMENT null and void.

2. OBLIGATIONS OF LCBA:

2.A. LCBA (except as is set forth in and contemplated by the Grant/Loan), shall be responsible to perform all phases of project management, and lease management as needed for the construction and operation and lease of the Project. In this capacity, LCBA shall, among other things perform as necessary the following tasks for the Project:

2.A (i). Complete and provide to the City all reporting requirements for the Grant, including but not limited to publishing notices, quarterly and annual reports and the prompt submission of reimbursement requests for grant eligible expenditures as appropriately requested by the City, to the City and provide all receipts and documentation necessary to satisfy the granting agency.

2.A (ii). As the lessor’s agent enter into a 10 year Lease and Purchase Agreement with WyoTech in a form substantially as set forth in Exhibit "A" hereto, for the continued operation and maintenance of the Property and Facility, said lease to charge a basic monthly rental amount as set forth by the Wyoming Business Council amortization schedule for the loan, and with the conditions of purchase of the Property and Facility in accordance with the terms of Exhibit “A.” All lease agreement payments will be assigned to the City of Laramie to satisfy the Loan requirement with the WBC.

2.A (iii). LCBA agrees that it shall not alter, dissolve or cause dissolution to its corporate capacity and community development organization status in any capacity during the reporting period and term with the WBC. Specifically, LCBA shall maintain its current non-profit corporate and community development organization status independently for purposes of the Project. In the event that LCBA fails to maintain its independent corporate status, or dissolves, or fails to maintain its status as an economic development organization pursuant to the provisions of Wyoming Statute § 9-12-301, et seq. the City shall have the right to declare a breach of the agreement and require that the title to the property, whether real, personal or mixed, be transferred to the City upon demand. LCBA shall comply with the demand within 30 days. Any transfer of the Property by LCBA to the City in accordance with the terms of this paragraph shall not affect WYOTECH’s rights under this Agreement or Exhibit” A”.

2.B. In performance of its obligations under this Agreement, LCBA shall conform its conduct to the statutory obligations of the City and the Grant requirements undertaken by the City.

2.C. The City may terminate this Agreement for reasonable cause or for any material breach of this Agreement by LCBA or WyoTech that continues beyond any applicable notice and cure periods as provided in Section 6 below. LCBA's services shall be deemed to start after all parties have signed this Agreement. If LCBA breaches this Agreement or is for some reason unable to serve as the community development organization, the City shall either designate another community development organization or shall assume administration of this Agreement directly. Any obligations assumed by the City in accordance with the terms of this paragraph shall not affect WyoTech's rights under this Agreement or Exhibit "A."

2.D. Except as provided herein, LCBA may not terminate this Agreement before the successful completion of this Agreement.

2.E. Coordinate and champion the Project for WyoTech to the City, Albany County, Wyoming Business Council, elected officials, press, other governing bodies and the public generally. LCBA will assist WyoTech in employment opportunities.

2.F. Comply with any other term, responsibility, acknowledgment, duty or obligation of LCBA as may otherwise be specifically stated and provided for or contained within this Agreement herein.

2.G. Upon purchase agreement, LCBA shall convey by a Bill of Sale and a Quitclaim Deed all of its right, title, interest and ownership of and in the Facility and the Property, if any, to WYOTECH within thirty (30) days.

3. OBLIGATIONS OF THE CITY:

3.A. The City shall:

3.A(i). Apply for the Grant on or before January 8, 2025. The Parties acknowledge that the application for Grant and Loan funding by the WBC requires the City as applicant to solicit citizen input through a published public hearing before submission of an application and resolution passed by the City Council. In the event the City Council does not pass a resolution supporting the application by the City to the WBC for grant funds for this Project, the City shall consult and confer with LCBA and immediately endeavor to refer the Grant application to another qualified sponsoring entity. If the City is unable to find another qualified sponsoring entity, it may declare this Agreement null and void and of no further force or effect, whereupon, the parties shall be released from performing all obligations, covenants, and promises contained in this Agreement, and each party shall bear and be solely responsible for the payment of all costs and expenses of any kind or nature that it has incurred pursuant to this Agreement. The parties further agree that nothing in this Agreement shall be construed to mean that the City is obligated to proceed with the Project if it does not receive the requested funding from the WBC nor shall anything be construed to mean the City is obligated to expend funds for the Project in excess of the funds received from the WBC, unless LCBA and/or WyoTech provides appropriate assurances of payment of such excess amounts.

3.A(ii). Notify WBC that the LCBA is the designated community development

organization with respect to the administration of the Grant/Loan and Project.

3.A(iii). Forward any and all documentation received from WBC or others regarding this Project to LCBA in a timely manner.

3.A(iv). Receive, review and submit to the WBC in a timely fashion Grant/Loan reports and requests for Grant/Loan reimbursements submitted to the City.

3.A(v). Forward Grant/Loan reimbursements received from WBC to LCBA in a timely fashion for all appropriate expenses paid by LCBA, if any.

3.A(vi). Guarantee liability for any Loan indebtedness associated with the Project. City will use all assigned revenue to satisfy loan indebtedness. At satisfaction of the loan, the City shall convey by a Bill of Sale and a Quitclaim Deed all of its right, title, interest and ownership of and in the Facility and the Property, if any, to LCBA within thirty (30) days of loan completion of the Project and the Facility. In the event lease payments are made by WyoTech prior to conveyance of said ownership by the City to LCBA, said lease payments shall be made payable to LCBA, and all lease payments and proceeds shall be accounted for in accordance with Section 2.A(ii) and Exhibits "A" and "B."

4. OBLIGATIONS OF WYOTECH HOLDING, LLC. :

4.A. WyoTech shall:

4.A(i). Pursue timely and efficient communications with the CITY and LCBA regarding the planning, design and implementation of the Project.

4.A(ii). Retain and expand its educational offerings to the Facility in Laramie, Wyoming at the Property by September 2027 or Substantial Completion of the Project, whichever is later.

4.A.(iii). Employ, maintain and increase full-time employment and cumulative payroll in accordance with the projections and timelines/years as provided for and outlined by the attached Exhibit "D."

4.A(iv). Enter into a Lease & Purchase Agreement as set forth by Exhibit "A."

4.A(v). Provide in a timely fashion, quarterly, and annually, all necessary job and wage information to City and/or LCBA which is required for the submission of reports to the WBC. Project reporting will be required for a period to be determined by WBC.

4.A(vi). Be responsible for any cost associated with Project changes that are completed at the written request of WyoTech (a "Change") that exceeds the amount of the Project cost defined herein in Sections 1 and 2 and total Project costs beyond \$10,000,000. No change shall be performed, and no cost associated with portion of the Project in excess of the \$10,000,000 (collectively "Excess Costs") shall be incurred or allowed, without the prior written authorization, in each instance, of WyoTech. Such Change and/or such Excess Costs shall be performed by LCBA upon the written approval and consent of WyoTech as defined herein.

4.B. Comply with any other term, responsibility, acknowledgment, duty or obligation of WyoTech

as may otherwise be specifically stated and provided for or contained within this Agreement herein.

5. CONTINGENCIES:

As may have already been described herein or otherwise, this Agreement is made specifically with the following contingencies:

- 5.A. That the WBC and SLIB (Wyoming State Land and Investment Board) award and approve the Grant/Loan; and
- 5.B. That any and all other City code, zoning and/or other requirements that may be imposed on the parties by the City, County or otherwise are reasonable and can be accommodated; and
- 5.C. That the City is capable of and does agree to incur the indebtedness of the Loan through the WBC, subject to the guarantee and repayment thereof by LCBA through Exhibit "C" Revenue Assignment Agreement.

6. BREACH AND REMEDIES:

Any party believing that another is in material breach of the provisions of this Agreement shall notify the defaulting party in writing of the alleged breach, including within such notice the facts of the conduct constituting the breach and the steps believed necessary to cure the breach. Any notice of breach shall be sent to all parties to this Agreement. All parties to the Agreement shall meet within five (5) working days of such notice to discuss and attempt to resolve the breach. If, within fifteen (15) working days after the notice of breach, the breach has not been cured, or, if the breach cannot reasonably be cured within such time, if steps have not been undertaken to reasonably cure the breach, then the non-defaulting party or parties may take the steps reasonably necessary to enforce their rights under this Agreement. This Agreement will be construed under the laws of the State of Wyoming and the appropriate venue and jurisdiction for any injunctive relief to enforce the terms hereof or any cause of action shall lie in the District Court, Second Judicial District in Albany County, Wyoming.

7. REPRESENTATIVES/NOTICES:

The City designates Todd Feezer, City Manager as its "Representative," WyoTech designates Kyle Morris, President as its "Representative," and LCBA designates Brad Enzi, CEO as its "Representative." All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

City:

Todd Feezer, City Manager, City
PO Box C, Laramie, WY 82073, 307-721-5226 (telephone)

WyoTech:

Kyle Morris, President, WyoTech Holdings, LLC.
1889 Venture Drive, Laramie, WY 82070, 307-755-2129 (telephone)

LCBA:

Brad Enzi, CEO, Laramie Chamber Business Alliance
2208 Grand Ave, Laramie, WY 82070, 307-745-7339 (telephone)

Any notice to be given herein shall be deemed given three days after the same is placed in the U.S. Mail, certified, return receipt requested, to the last known address of the addressee, or on the date such notice is delivered, if delivered by any means other than by certified mail.

When dealing with each other in the performance of this Agreement, the parties may assume without verification that the designated Representative is acting with authority with respect to all dealings between the parties. Conversely, only the designated Representatives have authority to represent and bind the parties relative to all matters regarding the performance of this Agreement, except that the parties understand that the Mayor and/or the City Manager of the City do not have authority to bind the City to this Agreement without an affirmative vote of the City's Governing Body.

8. REPRESENTATIONS AND WARRANTIES OF WYOTECH:

8.A. WyoTech is a Wyoming Limited Liability Corporation duly organized, validly existing, and in good standing under the laws of Wyoming and shall maintain good standing with the laws of Wyoming

8.B. WyoTech has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of its terms, conditions, and obligations, have been duly authorized by all necessary company action by WyoTech. This Agreement is a valid and binding obligation of WyoTech, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).

8.C. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with the certificate of incorporation, operating/shareholders agreement, or other organizational or governing documents of WyoTech, or any mortgage or lien to which WyoTech is a party or is subject or by which WyoTech or its properties are bound or affected, or in any material respect of any, agreement, instrument, order, judgment, decree, law, rule, regulation, or any other restriction of any kind or character to which WyoTech is a party or is subject or by which WyoTech or its properties are bound or affected. No consent, approval, authorization, or order of, and no notice to or filing with, any court or governmental authority or third party is required in connection with the execution, delivery, or performance by WyoTech of this Agreement or to consummate any transactions contemplated hereby or thereby, except as specifically provided in this Agreement.

8.D. There are no actions, suits, or proceedings against WyoTech pending or, to the knowledge of WyoTech threatened before any court or by or before any governmental instrumentality, which could have a material adverse effect on the ability of WyoTech to perform its obligations under this Agreement.

8.E. There exists no default by WyoTech with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and WyoTech is not in default of any agreements similar to the Agreement set forth herein with any other state, city, governmental

agency, or any other party.

8.F. Each and any person signing this Agreement on behalf of WyoTech has the full authority to sign on behalf of and bind WyoTech to this Agreement.

9. REPRESENTATIONS AND WARRANTIES RELATING TO THE PROPERTY:

9.A. WyoTech Holdings, LLC as the legal and recorded owner of the Property, represents and warrants that:

9.B. Hazardous Materials. To the best of WyoTech 's knowledge: (i) no Hazardous Waste (as defined herein), has been used, generated, released, stored or disposed of on the Property or sub-soil thereof, other than fertilizers and pesticides used in connection with normal landscape, livestock or agricultural activities; (ii) no petrochemical tanks or tanks containing Hazardous Materials have been located on or below the surface of the Property, (iii) the Property is not subject to any federal, state or local "Superfund" lien, proceeding, claim, liability or action, for the cleanup, removal or remediation of any such Hazardous Waste used, generated, released, stored or disposed of on the Property. For purposes of this Agreement, "Hazardous Waste" means those wastes which are defined in the Wyoming Environmental Quality Act in Section 35-11-103(d)(vii).

9.C. Neither WyoTech nor any other owner of the Property, if any, have any contract with any third party holding any option to purchase, right of first refusal or right to purchase the Property or any portion thereof, except for the option of WyoTech to purchase the Property and the improvements thereon as provided in the Lease & Purchase Agreement.

9.D. Other than the Lease & Purchase Agreement by LCBA to WyoTech, there are no leases or other agreements (whether oral or written), other than those disclosed in writing to and approved by City, affecting or relating to the right of any party with respect to the possession of the Property or any portion thereof which are obligations which will affect the Property or any portion thereof. There are no maintenance, service, operation, development or other contracts or agreements (whether oral or written) affecting or relating to the Property which are obligations which will affect the Property or any portion thereof.

9.E. To the best of WyoTech 's knowledge, the Property is currently zoned to permit the operation and business of WyoTech such as that contemplated for operation on the Project and Facility premises. To the extent any re-zoning, certification or permitting is required, the City and WyoTech agree to cooperate and extend their respective good faith and best efforts to effectuate the change(s) necessary.

10. NECESSARY ACTS AND FURTHER ASSURANCES:

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

11. BENEFICIARIES:

This Agreement is negotiated for the exclusive benefit of the parties hereto. There are no intended

third-party beneficiaries of this Agreement.

12. NO WAIVER OF IMMUNITIES:

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be read to constitute or to require a waiver of any rights, defenses, limitations or privileges of the City under the doctrines of sovereign or governmental immunity nor shall it in any way be deemed a waiver of any of the requirements or immunity provided by the Wyoming Governmental Claims Act.

13. AVAILABILITY OF FUNDS:

The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use for the Project under this Agreement from the WBC. Funds include monies available and distributed in the amounts and subject to the terms for Grant/Loan and Loan monies as defined in other Sections herein. If funds are not allocated and available from the WBC as needed for the parties to perform this Agreement, then this Agreement shall terminate and shall be of no further force or effect. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by such shortage of funds. No penalty shall accrue to any party in the event this provision is exercised, and no party shall be obligated or liable for any future payments due or damages as result of termination under this section.

14. COMPLIANCE WITH LAWS:

City, LCBA and WyoTech shall comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations as they are now or as they are enacted and shall not engage in any practice which may have the effect of discriminating against any person or entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.

15. CONTRACTUAL MATTERS:

15.A. Performance Matters. With respect to the performance of this Agreement, the parties agree as follows:

15.A(i). Nondiscrimination. The Parties shall comply with Presidential Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et. seq.), and the Americans with Disabilities Act (hereinafter referred to as "ADA"), 42 U.S.C. 12101, et seq. All parties of this Contract agree that all hiring must be done on the basis of merit and qualifications. There may be no discrimination on the basis of race, color, religion, creed, political ideas, sex, sexual orientation, gender identity, age, marital status, physical or mental disability, or national origin by the person or persons performing the Contract including, but not limited to, the prevailing wage laws.

15.A(ii). Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for relative to the construction of the Project, shall identify LCBA, the City and WBC as the sponsoring agencies.

15.B. The Parties acknowledge that the application for Grant/Loan funding by WBC requires the City as applicant to solicit citizen input through a published public hearing before submission of an application, and a resolution passed by the City. In the event the City does not pass a resolution supporting the application by the City to WBC for Grant/Loan funds for the Project, the City shall have the right to declare this Agreement null and void and of no further force or effect, except as may be required by and provided in paragraph 3.A above.

15.C. The City and any of its representatives shall have access to any books, documents, papers, and records of LCBA which are pertinent to this Agreement, and which are not legally privileged. Additionally, LCBA shall adhere fully to all regulations imposed by the Wyoming Business Council, such as auditing requirements, payroll affidavits, and any other required or requested documentation or verification.

15.D. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only signatories to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

15.E. WBC Committed Grant/Loans must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.

15.F. No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other parties of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

15.G. Nothing in this Agreement shall be construed to prevent or deny the City or LCBA, their agents, employees, officers, representatives or officials from reviewing or having access to all construction documents. Notwithstanding anything else in this paragraph to the contrary, if WyoTech exercises its requirement to purchase the Property in accordance with the terms set forth in Exhibit "A", WyoTech shall become the sole owner of all plans, CAD's, and specifications for the Facility. LCBA shall provide WyoTech with all plans, CAD's, and specifications for the Facility at any closing held to complete the purchase of the Property by WyoTech.

15.H. The officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of the other.

15.I. This Agreement and the documents/exhibits referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.

15.J. Neither LCBA nor WyoTech shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the City. WyoTech shall not use the Facility, the Property or this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written consent of the City and LCBA. The terms of this Agreement shall bind the parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute consent to any assignment of this Agreement but has reference only to those instances in which specific written consent may have been given by the City and/or LCBA.

15.K. This Agreement may be amended or modified only in a writing signed by all the parties hereto.

15.L. Paragraph headings, if used, are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.

15.M. The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be construed as a waiver by such party of this right to do so for any such subsequent default or violation.

15.N. Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and vice versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.

15.O. It is understood and agreed that any term or provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.

15.P. This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile, provided that the parties shall forthwith circulate and sign no less than four (4) copies of an original and one (1) signature page.

16. INDEMNITY:

LCBA shall indemnify, defend and hold the City and WyoTech harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by the parties related in any way to this Agreement. WyoTech shall indemnify, defend and hold the City and LCBA harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by WyoTech related in any way to this Agreement.

17. SIGNATURES:

EXHIBIT "A"

LEASE AND PURCHASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the Laramie Chamber Business Alliance a Wyoming non-profit corporation and statutorily authorized community development organization ("LCBA") acting as Lessor's agent for the City of Laramie (City) and WyoTech Holdings ("WYOTECH") a Wyoming corporation.

WITNESSETH:

WHEREAS, WYOTECH is the owner of the following described real property and, in consultation with LCBA and the CITY, will construct a portion of their new training facility described as the Heavy Diesel and Welding portions of the building of approximately 40,000 square feet ("THE PREMISES") to meet the purposes proposed by WYOTECH in accordance with the PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT ("PDA") executed contemporaneously herewith;

WHEREAS, the City will own through clear title the portion of the property described in the Project Development Administration Agreement and is the lessor of this property; and,

WHEREAS, the City has identified LCBA as lessor's agent for the described property; and,

WHEREAS, WYOTECH desires to lease THE PREMISES for use as an education, training, and trade facility; and,

WHEREAS, parties to this agreement desire to enter into a lease and purchase agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities between the parties; and,

WHEREAS, THIS AGREEMENT is specifically contingent upon the same, terms, contingencies and understandings as stated in the PDA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE: DEFINITIONS

1.1 As used in this Lease Agreement:

- a) "THIS AGREEMENT" or "THE AGREEMENT" shall be used to refer to this Lease and Purchase Agreement.
- b) "THE FACILITY" shall be used to refer to the construction of the portion of their new training facility described as the Heavy Diesel and Welding portions of the building of approximately 40,000 square feet located on (32.52) acres of land located at 15 N 73 W 6 SENE State of the City of Laramie, State of Wyoming.
- c) "RENOVATION ACTIVITIES" shall be used to refer to all alterations, betterments, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or

EXHIBIT "A" - LEASE AND PURCHASE AGREEMENT

nature whatsoever.

- d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months.
- e) "WYOTECH" shall refer to WyoTech Holdings, LLC a Wyoming Limited Liability Corporation.
- f) "LCBA" shall be used to refer to Laramie Chamber Business Alliance, a Wyoming non-profit corporation and statutorily authorized community development organization acting as lessor's agent for the CITY.
- g) "CITY" shall be used to refer to the City of Laramie, a Wyoming municipal corporation and political subdivision of the State of Wyoming and owner of the leased property.
- h) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations.
- i) "THE PREMISES" shall be used to refer to the above- described property and THE BUILDING described below in Paragraph 2.1.
- j) "PDA" or "PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT" shall be the full and final executed Project Development and Administration Agreement between the parties.

SECTION TWO: SUBJECT AND PURPOSE

2.1 LCBA leases to WYOTECH with the requirement of a future purchase THE PREMISES reflected on the plans submitted by WYOTECH and labeled "Heavy Diesel and Welding" portions of the building, approximately, a 40,000 square foot portion of the new training facility located on (32.52) acres of land located at 15 N 73 W 6 SENE TR IN. in the city of Laramie

2.2 THE PREMISES shall be used and occupied by WYOTECH as an additional training facility, and, or other uses that support the WYOTECH mission and brand. If, in the opinion of LCBA, THE PREMISES, or any part thereof, are not being used in a legitimate manner in the conduct of such businesses, LCBA may give WYOTECH written notice requiring WYOTECH to terminate such improper use within thirty (30) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

SECTION THREE: TERM AND LEASE

3.1 LCBA leases THE PREMISES for a term of twenty (20) years with an option to purchase beginning in year six (6), commencing on or about September 1, 2027, and terminating on or about August 31, 2047. The base annual lease amount shall be equivalent to the amortization schedule provided by the Wyoming Business Council due in monthly installments The first LEASE YEAR shall commence on or about September 1, 2027, and end on or about August 31, 2028. All payments required herein are payable in advance on the first day of each month during the term of THIS AGREEMENT or any renewal thereof.

3.2 Additionally, the base annual lease amount as described in section 3.1 is contingent upon

EXHIBIT "A" - LEASE AND PURCHASE AGREEMENT

WYOTECH actively operating the facility in accordance with the grant application.

3.3 All lease payments shall be made by WYOTECH to LCBA without notice or demand, at such places as LCBA may from time to time designate. The extension of time for the payment of any lease amount, or acceptance by LCBA in any manner other than herein specified, shall not be a waiver of the rights of LCBA to insist on having all other lease payments made in the manner and at the time specified.

3.4 No payment by WYOTECH or receipt by LCBA of a lesser amount than herein stipulated in THIS AGREEMENT shall be deemed other than a payment on account of the earliest payment due, nor shall any endorsement or statement on any check or on any letter accompanying any check or lease payment be deemed an accord and satisfaction, and LCBA may accept such check or payment without prejudice to LCBA's rights to recover the balance of the payment or to pursue any other remedy provided for in THIS AGREEMENT.

3.5 All charges, costs and expenses which WYOTECH is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of WYOTECH's failure to pay such amounts, and all damages, costs and expenses which LCBA may incur by reason of any default of WYOTECH, or failure on WYOTECH's part to comply with the terms of THIS AGREEMENT, shall be deemed to be additional to the lease amount, and, in the event of non-payment by WYOTECH, LCBA shall have the rights and remedies with respect thereto as LCBA has for the non-payment of any lease payment.

3.6 All payments required herein shall be paid on or before the respective date specified. Any payment not paid within five (5) days of when due shall be subject to a late fee equal to five percent (5%) of the payment then due.

SECTION FOUR: TAXES

4.1 All real property taxes shall be paid by WYOTECH. WYOTECH shall also be responsible for the total of all personal property taxes levied against it for any other fixtures or equipment placed by it on THE PREMISES.

SECTION FIVE: UTILITIES

5.1 During the term of THIS AGREEMENT, WYOTECH shall pay for all normal utility services, including heat, water, natural gas, electricity, sewer usage, trash pick-up and the like, with all such services billed directly to WYOTECH.

5.2 LCBA shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by WYOTECH. In the event WYOTECH shall install any equipment requiring additional utilities, the cost of installation for any such utility transmission lines, cables, hoses, pipes or receptacles for the same shall be at WYOTECH's expense, with such installation first being approved by LCBA.

5.3 In the event WYOTECH shall require any additional service lines, wiring, piping, security devices, cooling or any other modifications to the services located on THE PREMISES, all design and installation shall be approved by LCBA, with notice to the City.

5.4 WYOTECH shall be responsible for all normal day-to-day maintenance items and repair of wear from normal usage as well as all other maintenance issues scheduled and unscheduled.

SECTION SIX: INSURANCE

6.1 WYOTECH shall keep THE FACILITY insured against loss or damage by fire, lightning or the elements to the extent of the full insurable value thereof, including all products of RENOVATION ACTIVITIES made by either party hereto or which have become a part of THE BUILDING as set forth herein.

6.2 WYOTECH shall obtain and maintain insurance on the personal property placed on THE PREMISES at the expense of WYOTECH. LCBA or the CITY shall have no responsibility for the loss of any personal property of WYOTECH maintained on THE PREMISES.

6.3 WYOTECH, at WYOTECH's own expense, agrees to maintain at all times during the term of THIS AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, public liability and property damage insurance, providing for limitations of not less than One Million Dollars (\$1,000,000.00) for injury or death to any one person and not less than One Million Dollars (\$1,000,000.00) for injury or death occurring to more than one person as the result of one accident and not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for property damage which may occur as a result of WYOTECH's use of THE PREMISES. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." WYOTECH further agrees to indemnify and hold LCBA and the City harmless from all claims for personal injuries, death and property damages which occur as the result of WYOTECH's use of THE PREMISES, in and about THE PREMISES, or which result from any work done in and about THE PREMISES by WYOTECH or any contractor selected by WYOTECH.

6.4 All insurance required by THIS AGREEMENT shall be obtained from a reputable company and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to LCBA and the CITY before the commencement of the term of THIS AGREEMENT.

6.5 Not less than thirty (30) days prior to the expiration of any insurance policy required of WYOTECH under the terms of THIS AGREEMENT, WYOTECH shall deliver to LCBA and the CITY evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as THE CASE MAY BE. All such insurance required herein shall contain an agreement by the insurance company that the policy or policies will not be canceled or the coverage changed without thirty (30) days prior written notice to LCBA and the CITY.

6.6 The liability insurance policy or policies required under the terms of THIS AGREEMENT shall name LCBA and CITY as additional insured.

SECTION SEVEN: RENOVATION ACTIVITIES

7.1 Upon completion of the construction proposed in the Project Development Agreement executed contemporaneously herewith, and the acceptance of THE PREMISES by WYOTECH agrees to accept THE PREMISES in their present condition "as is," without calling upon LCBA or the City to make any further expenditures or to perform any work for the preparation of THE PREMISES for WYOTECH's intended use.

7.2 In the event WYOTECH shall require any RENOVATION ACTIVITIES or any other modifications to THE PREMISES, WYOTECH shall notify and receive approval from LCBA and the CITY.

7.3 Any and all RENOVATION ACTIVITIES shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of THE PREMISES or change the purpose for which THE PREMISES, or any part thereof, may be used.

7.4 WYOTECH shall indemnify and hold LCBA and the CITY harmless against any and all bills for labor performed and equipment, fixtures and materials furnished to WYOTECH in connection with said work as aforementioned and against any and all liens, bills or claims therefore or against THE PREMISES and from and against all loss, damages, costs, expenses, suits, claims and demands whatsoever.

7.5 WYOTECH will not permit any mechanic's, materialman's or other lien to stand against THE PREMISES for work or material furnished to WYOTECH, provided that WYOTECH shall have the right to contest the validity of any lien or claim if WYOTECH shall first have posted a bond to insure that, upon final determination of the validity of such lien or claim, WYOTECH shall immediately pay any Judgment rendered against WYOTECH with all proper costs and charges and shall have such lien released without cost to LCBA.

SECTION EIGHT: REPAIRS

8.1 WYOTECH shall keep THE PREMISES in a clean and operational condition, repair all damages to THE PREMISES, including but not limited to the heating, air conditioning, electrical, water, sewer and lighting systems and shall maintain all systems in good condition. WYOTECH shall provide all incidental items necessary for the operation of THE PREMISES and shall further be responsible for and shall repair any damage done to THE BUILDING occasioned or caused by WYOTECH upon moving into or out of THE PREMISES.

8.2 All maintenance and repairs made by WYOTECH shall be at least equal in quality and class to the original work.

SECTION NINE: UNLAWFUL OR DANGEROUS ACTIVITY

9.1 WYOTECH shall neither use nor occupy THE PREMISES, or any part thereof, for any unlawful or disreputable purpose nor operate THE PREMISES or conduct business in a manner constituting a nuisance of any kind. WYOTECH shall immediately, upon discovery of any unlawful or disreputable use, take action to halt such activity.

9.2 WYOTECH shall comply with all laws, regulations, licensing requirements, and customs and practices in the industry related to the use and/or storage of any hazardous material, of any nature including regulated materials, brings onto THE PREMISES. WYOTECH shall be responsible for any increased insurance costs attributable to the use or storage of any hazardous material. WYOTECH hereby holds LCBA and the CITY harmless against any claim or cause of action arising from or through the use of any hazardous material used or stored on THE PREMISES by WYOTECH.

9.3 WYOTECH and WYOTECH's employees or agents shall refrain from smoking inside the building on the PREMISES and otherwise comply with any relevant regulations of the Laramie Municipal Code.

SECTION TEN: INDEMNITY

10.1 WYOTECH shall indemnify and save LCBA and the CITY harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any work, activity or thing whatsoever done by or on behalf of WYOTECH, in or about THE PREMISES, and shall further indemnify and save LCBA harmless against and from any and all claims arising from any breach or default on the part of WYOTECH in the performance of any covenants or agreement on the part of WYOTECH to be performed, pursuant to the terms of THIS AGREEMENT, or arising from any act or negligence of WYOTECH, or any of WYOTECH 's agents, contractors, servants, employees or licensees, and from and against all costs, legal fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein; and, in case any action or proceeding be brought against LCBA or the City by reason of any such claim, WYOTECH, upon notice from LCBA or the CITY, covenants to resist or defend, at WYOTECH 's expense, such action or proceeding.

SECTION ELEVEN: DEFAULT OR BREACH

11.1 In the event of any failure of WYOTECH to pay any lease, purchase or other sums when due hereunder, or WYOTECH 'S default in performing any of the other terms, conditions or covenants of THIS AGREEMENT to be observed or performed by WYOTECH, for more than thirty (30) days after notice of such default shall have been given to WYOTECH (or other length of time if specified herein to the contrary) or, if WYOTECH shall suffer THIS AGREEMENT to be taken under any writ of execution, then LCBA, besides other rights or remedies LCBA shall have the right to terminate THIS AGREEMENT and to initiate legal action to remove WYOTECH and WYOTECH's personal property from THE PREMISES.

11.2 If LCBA, without terminating THIS AGREEMENT, either:

- a) Elects to terminate and attempts to re-let; or
- b) Takes possession pursuant to legal proceedings; or
- c) Takes possession pursuant to any notice provided by law,

then LCBA may, with approval of the CITY, undertake such RENOVATION ACTIVITIES and/or NECESSARY REPAIRS as may be needed in order to re-let THE PREMISES or any part thereof for such term or terms (which may be for a term extending beyond the term of THIS AGREEMENT) and at such lease or leases and upon such other terms and conditions as LCBA in LCBA's sole discretion may deem advisable. Upon such re-letting, all lease payments received by LCBA from such re-letting shall be applied:

- a) First, to the payment of lease payments due and unpaid hereunder, and
- b) Second, to the payment of any indebtedness other than lease payments due hereunder from WYOTECH to LCBA, including but not limited to the costs, expenses and legal fees necessary to re-possess THE PREMESIS; and
- c) Third, to the payment of any costs and expenses of such re-letting, including but not limited to brokerage fees and attorney's fees; and
- d) Finally, the residual, if any, shall be held by LCBA and applied to payment of

EXHIBIT "A" - LEASE AND PURCHASE AGREEMENT

future lease payments as the same may be due and payable hereunder.

If such payments received from such re-letting during any month be less than that to be paid during that month by WYOTECH hereunder, WYOTECH shall pay any such deficiency to LCBA. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of THE PREMISES by WYOTECH shall be construed as an election on LCBA's part to terminate THIS AGREEMENT unless notice of such intention be given to WYOTECH or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, LCBA may at any time thereafter elect to terminate THIS AGREEMENT for such previous breach. Should LCBA at any time terminate THIS AGREEMENT for any breach, in addition to any other remedies LCBA may have, LCBA may recover from WYOTECH all damages LCBA may incur by reasons of such breach, including the cost of recovering THE PREMISES, including reasonable attorney's fees.

11.3 In addition to any other remedies LCBA may have at law or equity and/or under THIS AGREEMENT, WYOTECH shall pay upon demand all of LCBA's legally allowable costs, charges and expenses, including reasonable legal fees, fees of agents and others retained by LCBA, incurred in connection with the recovery of sums due under THIS AGREEMENT, whether any suit be filed or not, or because of the breach of any covenant under THIS AGREEMENT, or for any other relief against WYOTECH. In the event either party shall bring any action against the other party for relief hereunder, the unsuccessful party shall pay the other party's reasonable attorney's fees and all Court costs.

11.4 If WYOTECH shall become bankrupt or file any debtor proceedings, or take or have taken against WYOTECH, in any Court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of WYOTECH's property, or, if WYOTECH makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, then in that event THIS AGREEMENT shall, at the option of LCBA, be canceled and terminated, and any party claiming on behalf of WYOTECH shall not have any rights whatsoever under THIS AGREEMENT without further order of a court of competent jurisdiction.

11.5 No waiver of any covenant or condition or of the breach of any covenant or condition of THIS AGREEMENT shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of lease payments by LCBA, at any time when WYOTECH is in default under such covenant or condition hereof, be construed as a waiver of such default or of LCBA's right to terminate THIS AGREEMENT on account of such default, nor shall any waiver or indulgence granted by LCBA to WYOTECH be taken as an estoppel against LCBA, it being expressly understood that if, at any time WYOTECH shall be in default in any of its covenants or conditions hereunder, an acceptance by LCBA of lease payments during the continuance of such default or the failure on the part of LCBA promptly to avail itself of such other rights or remedies as LCBA may have, shall not be construed as a waiver of such default, but LCBA may at any time thereafter, if such default continues, terminate THIS AGREEMENT on account of such default.

11.6 The rights and remedies given to LCBA by THIS AGREEMENT shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which LCBA might otherwise have by virtue of a default under THIS AGREEMENT, and the exercise of one such right or remedy by LCBA shall not impair LCBA's standing to exercise any other right or remedy.

SECTION TWELVE: DESTRUCTION OF THE PREMISES

12.1 If THE PREMISES should be destroyed by fire, earthquake, Act of God or the elements during the term hereof, or damage to such an extent that THE PREMISES cannot be repaired within one hundred twenty (120) working days, THIS AGREEMENT, at WYOTECH's option, shall terminate, and any prepaid, unearned lease payments shall be refunded to WYOTECH. If during the first twenty (20) days after such damage or destruction WYOTECH agrees to continue as a tenant, THIS AGREEMENT shall remain in full force and effect, and LCBA shall, with all reasonable dispatch, proceed to replace THE PREMISES with a premises similar in character, and the lease payments shall abate for such length of time during the period of replacement that WYOTECH is deprived of the occupation or enjoyment of THE PREMISES. If, however, THE PREMISES are only partially destroyed by any of the above causes and the damage thereto can be repaired within the one hundred twenty (120) working day period, LCBA shall with all reasonable dispatch, proceed to repair THE PREMISES and place THE PREMISES in substantially the same condition as THE PREMISES were prior to the damage, and WYOTECH shall remit lease payments to LCBA for the damaged PREMISES should they be fit for occupancy during the time of repair. If THE PREMISES are not fit for occupancy during the time of repair, then lease payments shall abate during such time period. In the event that LCBA and WYOTECH cannot agree as to whether THE PREMISES or a portion thereof are fit for occupancy, an independent third party, as agreed upon by LCBA and WYOTECH, shall make the said determination.

12.2 LCBA shall not be responsible for any claim, cause of action, damage, cost or expenses in the event WYOTECH 's business is interrupted, in any manner, if THE PREMISES are damaged or destroyed by fire, earthquake, or act of God or the elements.

SECTION THIRTEEN: CONDEMNATION

13.1 If the whole of THE PREMISES shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, THIS AGREEMENT shall cease and terminate as of the date on which title shall vest thereby in that authority, and the lease amount reserved hereunder shall be apportioned and paid up to that date.

13.2 If only a portion of THE PREMISES shall be taken or condemned, THIS AGREEMENT and the term hereof shall not cease or terminate, but the lease amount payable after the date on which WYOTECH shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by WYOTECH as the parties may agree.

13.3 In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to LCBA without any deduction therefrom for the value of the unexpired term of THIS AGREEMENT or for any other estate or interest in THE PREMISES now or later vested in WYOTECH. WYOTECH assigns to LCBA all of WYOTECH 's right, title and interest in any and all such awards.

13.4 In case of any governmental action not resulting in the taking or condemnation of any portion of THE PREMISES but creating a right to compensation therefore or, if less than a fee title to all or any portion of THE PREMISES shall be taken or condemned by any governmental authority for temporary use or occupancy, the lease payments shall be reduced in proportion to the part of THE PREMISES which was taken or condemned by said government action.

SECTION FOURTEEN: SUBORDINATION

EXHIBIT "A" - LEASE AND PURCHASE AGREEMENT

14.1 THIS AGREEMENT and all rights of WYOTECH hereunder shall be subject and subordinate to the lien of any and all loans and/or mortgages that may now or hereafter affect THE PREMISES, or any part thereof, which are obtained pursuant to the Project Development Agreement between the parties and to any and all renewals, modifications or extensions of any such Mortgages. WYOTECH shall on demand execute, acknowledge and deliver to LCBA, without expense to LCBA, any and all instruments that may be necessary or proper to subordinate THIS AGREEMENT and all instruments that may be necessary or proper to subordinate THIS AGREEMENT and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension, and, if WYOTECH shall fail at any time to execute, acknowledge and deliver any such subordination instrument, LCBA, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as WYOTECH 's attorney in fact and in WYOTECH 's name. WYOTECH hereby irrevocably makes, constitutes and appoints LCBA, LCBA's successors and assigns, as WYOTECH's attorney in fact for that purpose.

SECTION FIFTEEN: LCBA'S RIGHT TO PERFORM

15.1 If WYOTECH shall at any time be in default of the terms hereunder, LCBA may cure such default on behalf of WYOTECH, in which event WYOTECH shall reimburse LCBA for all sums paid to effect such cure, together with interest at the rate of six percent (6%) per annum, reasonable attorney's fees and other costs. In order to collect such reimbursement, LCBA shall have all the remedies available under law and THIS AGREEMENT for a default in the remittance of lease payments.

SECTION SIXTEEN: LCBA'S RIGHT OF ACCESS

16.1 If WYOTECH shall not be personally present to open and permit entry into THE PREMISES at any time when, for emergency purposes only, an entry therein shall be necessary or permissible, LCBA or LCBA's agents may enter THE PREMISES by a master key, or may forcibly enter THE PREMISES, without rendering LCBA or such agents liable therefor, and without in any manner affecting the obligations and covenants of THIS AGREEMENT. LCBA's right of entry or re-entry shall not be deemed to impose upon LCBA any obligation, responsibility or liability for the care, supervision or repair of THE PREMISES.

SECTION SEVENTEEN: WYOTECH's RIGHT OF ACCESS

17.1 WYOTECH shall have full and complete access to THE PREMISES twenty- four (24) hours per day, three hundred sixty-five (365) days per year.

SECTION EIGHTEEN: NOTICE

18.1 All notices to be given with respect to THIS AGREEMENT shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth above or at such addresses as either party may from time to time designate in writing. Every notice shall be deemed to have been given three (3) days after deposit in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal proceedings.

SECTION NINETEEN: MISCELLANEOUS PROVISIONS

19.1 The captions of THIS AGREEMENT are for convenience only, are not part of THIS AGREEMENT and do not in any way limit or amplify the terms or provisions hereof.

19.2 Nothing contained in THIS AGREEMENT shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association whatsoever between LCBA and WYOTECH. LCBA and WYOTECH expressly understand and agree that neither the computation of lease payments nor any other provisions contained in THIS AGREEMENT or any other act or acts of the parties hereto shall be deemed to create any relationship between LCBA and WYOTECH other than the relationship of landlord and tenant.

19.3 THIS AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming. The proper venue for any action brought under the terms or arising through the terms of THIS AGREEMENT shall be Albany County, Wyoming.

19.4 Except as otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of LCBA and WYOTECH. Each term and provision of THIS AGREEMENT to be performed by WYOTECH shall be construed to be both an independent covenant and a condition. The reference contained to successors and assignees of WYOTECH is not intended to constitute a consent to assignment by WYOTECH but has reference only to those instances in which LCBA may have given written consent to a particular assignment.

19.5 WYOTECH acknowledges that LCBA and LCBA's agents have made no Representations or promises with respect to THE PREMISES or the making or entry into THIS AGREEMENT, except as expressly set forth herein and in the PROJECT DEVELOPMENT AGREEMENT. All negotiations, considerations, representations and understandings between the parties are incorporated in THIS AGREEMENT, and WYOTECH acknowledges that LCBA, LCBA's agents and representatives, have made no additional representations, warranties or promises with respect to THE BUILDING, the surrounding land or fixtures in THE PREMISES.

19.6 THIS AGREEMENT constitutes the entire agreement between the parties with regards to the lease and purchase of THE PREMISES, and any agreement hereafter made shall not be effective to change, modify or discharge THIS AGREEMENT, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

19.7 If any term or provision of THIS AGREEMENT, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable the remainder of THIS AGREEMENT, or the application of such term or provision to the terms or entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of THIS AGREEMENT shall be valid and enforced to the fullest extent permitted by law.

19.8 THIS AGREEMENT may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

19.9 Should either party be required to enforce the terms or conditions of THIS AGREEMENT,

EXHIBIT "A" - LEASE AND PURCHASE AGREEMENT

the prevailing party shall be entitled to recover from the non-prevailing party, it's attorneys' fees and costs.

SECTION TWENTY: PURCHASE AGREEMENT

20.1 WYOTECH shall have the option, at the beginning of the end of six (6) years from the commencement of the lease, to purchase in full THE PREMISES, including the real property and THE PREMISES from LCBA. WYOTECH and LCBA mutually agree to further terms as necessary and required relating to said purchase. However, minimally, the parties agree that the terms of the purchase shall be subject to the minimum purchase price assumptions herein.

20.2 WYOTECH shall purchase THE PREMISES and THE FACILITY between the end of year six (6) and through the end of year ten (10). Should WYOTECH choose to purchase sooner than the period described in 20.1, the parties, WYOTECH, CITY, and LCBA shall negotiate in good faith with said outcomes to be approved by the Wyoming Business Council.

20.3 The purchase price for THE PREMISES and THE FACILITY within the term described above shall be valued beginning at Three Million Dollars (\$3,000,000) reduced by any prior revenue recapture payments and the full resolution of debt service to the Wyoming Business Council. Purchase price and terms shall follow the outline on the "Purchase Structure" document.

20.4 The purchase price defined in section 20.3 is contingent upon WYOTECH employing, maintaining and increasing full-time employment and cumulative payroll in accordance with the projections and timelines/years provided for and outlined by the attached Grant Agreement.

20.5 In the event that WYOTECH requests to purchase the PREMISIS before the end of six (6) years the purchase price will be negotiated in good faith between WYOTECH, LCBA, the CITY and the Wyoming Business Council.

20.6 In the event that WYOTECH does not purchase the PREMISIS before the end of the six (6) years the purchase price will be negotiated in good faith between WYOTECH, LCBA, the CITY and the Wyoming Business Council.

SECTION TWENTY-ONE: AUTHORITY OF SIGNATORIES

21.1 Each person executing THIS AGREEMENT individually and personally represents and warrants that he/she is signing with full and complete authority granted by the corporation or entity which is represented herein as WYOTECH. The signatories hereto represent and warrant that THIS AGREEMENT is binding upon LCBA and WYOTECH in accordance with the terms and conditions of THIS AGREEMENT.

SECTION TWENTY-TWO: TIME OF THE ESSENCE

22.1 Time is of the essence in all provisions of THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT at Laramie, Wyoming, the day and year first above written.

EXHIBIT "A" - LEASE AND PURCHASE AGREEMENT

**LARAMIE CHAMBER BUSINESS
ALLIANCE**

Date: _____

By: _____
Randi Downham, Chair of the Board

Date: _____

By: _____
Brad Enzi, CEO

WYOTECH HOLDINGS, LLC.

Date: _____

By: _____
Jim Mathis, Owner

Date: _____

By: _____
David Johnson, Owner

EXHIBIT "B"

ATTACHMENT TO THE BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL, THE CITY OF LARAMIE AND THE LARAMIE CHAMBER BUSINESS ALLIANCE

REVENUE RECAPTURE AGREEMENT

1. Parties. This Agreement is made this 7th day of April, 2026, by and between the City of Laramie, a Wyoming Municipal Corporation (hereinafter "Grantee") whose address is 406 Ivinson Avenue, Laramie, Wyoming 82073, Laramie Chamber Business Alliance (hereinafter "LCBA") whose address is 2208 Grand Ave, Laramie, WY 82070, and the Wyoming Business Council (hereinafter "Council") whose address is 214 West 15th Street, Cheyenne, Wyoming 82002, to pledge an assignment of revenues generated by WyoTech Training Expansion Project to the Wyoming Business Council Business Ready Communities (BRC) Fund relating to the described real estate (the Property) situated in the county of Albany, City of Laramie, in the State of Wyoming, together with all improvements now or hereafter erected thereon as described below.

2. Property Description.

[LEGAL DESCRIPTION OF THE PROPERTY]
[To Be Added In Conjunction with Condominiumization of the Project]

3. Duties of the Grantee.

- a.** The Grantee and LCBA shall retain twenty percent (20%) of net revenues generated by sale of the afore mentioned property with one hundred percent (100%) of net revenues generated by leasing of the Property being utilized to service the loan debt.
- b.** The Grantee and LCBA agree all locally retained funds shall be split between the Grantee (8%) and the LCBA (12%) and tracked separately into perpetuity in the entities accounting records.
- c.** The Grantee and LCBA agree that the net revenue generated due to the sale shall be recaptured to the BRC Fund at a rate of eighty percent (80%) up to one hundred percent contingent upon WYOTECH actively operating the facility in accordance with the grant application.

EXHIBIT "B"

ATTACHMENT TO THE BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM GRANT AGREEMENT
BETWEEN THE WYOMING BUSINESS COUNCIL AND THE CITY OF LARAMIE

d. The Council, Grantee, and LCBA agree that the amount returned to the BRC fund shall not exceed the original grant award of five million dollars (\$5,000,000.00)

f. The Council, Grantee, and LCBA agree that up to half of the retained funds by LCBA can be used for the LCBA's operational expenses, provided it is matched by local funds. All other remaining funds will be used by Grantee and LCBA solely for economic development. The Council reserves the right to audit the Grantee's or LCBA's records.

g. The Grantee and LCBA agree the lease funds shall be received by LCBA, forwarded to the Grantee annually for the Grantee to submit to the WBC for annual debt service on the loan. The annual debt service payment to the grantee will be due one month prior to the due date determined by the Wyoming Business Council. With notice to the City funds from the sale of the property shall be received by LCBA, with funds as required by this agreement being returned to the BRC from the LCBA, with LCBA retaining the portions of funds required by this agreement. Funds from the sale of the property shall distributed at the time of closing.

h. The Grantee and LCBA shall notarize and file this Revenue Recapture Agreement with the local clerk prior to executing the Grant Agreement.

i. The Grantee and LCBA assume a duty to notify the party listed below in the event of the Property being sold.

Wyoming Business Council
214 West 15th Street
Cheyenne, Wyoming 82002
Phone: 307-777-2800
Email: info.wbc@wyo.gov

4. Term. The Term of this Agreement shall exist until all lease and sale recapture requirements have been met and recaptured to the BRC Fund.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

EXHIBIT "B"

ATTACHMENT TO THE BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM GRANT AGREEMENT
BETWEEN THE WYOMING BUSINESS COUNCIL AND THE CITY OF LARAMIE

Wyotech

Interest Rate 2.00%
 Years 20
 Payments per Year 1
 Loan Amount \$5,000,000.00

Grant Amount (Recapture) \$3,000,000
 80% \$2,400,000.00
 20% \$600,000.00

Maximum Grant Payoff is \$3M and is scheduled to begin in Year 6 and end no later than year 11. Wyotech plans to pay loan only until this point. Any payments toward the grant before or after year 6 reduce the \$3M revenue recapture maximum are split 80/20 between WBC and Grantee.

LOAN AMORTIZATION SCHEDULE					LEASE & REVENUE RECAPTURE INCOME							
PMT	Loan Payment	Principal	Interest	Remaining Balance	PMT	Loan Payment (State of WY)	Rev Recap to WBC	Remaining Rev Recap to Grantee	Grant Payoff (No Recapture Payment Required Until Yr. 6)	Min Annual Lease Pmt from Business	Cost/Sq. Foot	Max Lease Pmt from Business
1	(\$305,783.59)	(\$205,783.59)	(\$100,000.00)	\$ 4,794,216.41	1	\$305,783.59			\$3,000,000.00	\$305,783.59	\$4.86	\$305,783.59
2	(\$305,783.59)	(\$209,899.26)	(\$95,884.33)	\$ 4,584,317.15	2	\$305,783.59			\$3,000,000.00	\$305,783.59	\$4.86	\$305,783.59
3	(\$305,783.59)	(\$214,097.25)	(\$91,686.34)	\$ 4,370,219.90	3	\$305,783.59			\$3,000,000.00	\$305,783.59	\$4.86	\$305,783.59
4	(\$305,783.59)	(\$218,379.19)	(\$87,404.40)	\$ 4,151,840.71	4	\$305,783.59			\$3,000,000.00	\$305,783.59	\$4.86	\$305,783.59
5	(\$305,783.59)	(\$222,746.78)	(\$83,036.81)	\$ 3,929,093.93	5	\$305,783.59			\$3,000,000.00	\$305,783.59	\$4.86	\$305,783.59
6	(\$305,783.59)	(\$227,201.71)	(\$78,581.88)	\$ 3,701,892.22	6	\$305,783.59	\$400,000.00	\$100,000.00	\$2,500,000.00	\$305,783.59	\$4.86	\$805,783.59
7	(\$305,783.59)	(\$231,745.75)	(\$74,037.84)	\$ 3,470,146.47	7	\$305,783.59	\$400,000.00	\$100,000.00	\$2,000,000.00	\$305,783.59	\$4.86	\$805,783.59
8	(\$305,783.59)	(\$236,380.66)	(\$69,402.93)	\$ 3,233,765.81	8	\$305,783.59	\$400,000.00	\$100,000.00	\$1,500,000.00	\$305,783.59	\$4.86	\$805,783.59
9	(\$305,783.59)	(\$241,108.27)	(\$64,675.32)	\$ 2,992,657.54	9	\$305,783.59	\$400,000.00	\$100,000.00	\$1,000,000.00	\$305,783.59	\$4.86	\$805,783.59
10	(\$305,783.59)	(\$245,930.44)	(\$59,853.15)	\$ 2,746,727.10	10	\$305,783.59	\$400,000.00	\$100,000.00	\$500,000.00	\$305,783.59	\$4.86	\$805,783.59
11	(\$305,783.59)	(\$250,849.05)	(\$54,934.54)	\$ 2,495,878.05	11	\$305,783.59	\$400,000.00	\$100,000.00	\$0.00	\$305,783.59	\$4.86	\$805,783.59
12	(\$305,783.59)	(\$255,866.03)	(\$49,917.56)	\$ 2,240,012.02	12	\$305,783.59			\$0.00	\$305,783.59	\$4.86	\$305,783.59
13	(\$305,783.59)	(\$260,983.35)	(\$44,800.24)	\$ 1,979,028.67	13	\$305,783.59			\$0.00	\$305,783.59	\$4.86	\$305,783.59
14	(\$305,783.59)	(\$266,203.02)	(\$39,580.57)	\$ 1,712,825.65	14	\$305,783.59			\$0.00	\$305,783.59	\$4.86	\$305,783.59
15	(\$305,783.59)	(\$271,527.08)	(\$34,256.51)	\$ 1,441,298.57	15	\$305,783.59			\$0.00	\$305,783.59	\$4.86	\$305,783.59
16	(\$305,783.59)	(\$276,957.62)	(\$28,825.97)	\$ 1,164,340.95	16	\$305,783.59			\$0.00	\$305,783.59	\$4.86	\$305,783.59
17	(\$305,783.59)	(\$282,496.77)	(\$23,286.82)	\$ 881,844.18	17	\$305,783.59			\$0.00	\$305,783.59	\$4.86	\$305,783.59
18	(\$305,783.59)	(\$288,146.71)	(\$17,636.88)	\$ 593,697.48	18	\$305,783.59			\$0.00	\$305,783.59	\$4.86	\$305,783.59
19	(\$305,783.59)	(\$293,909.64)	(\$11,873.95)	\$ 299,787.83	19	\$305,783.59			\$0.00	\$305,783.59	\$4.86	\$305,783.59
20	(\$305,783.59)	(\$299,787.83)	(\$5,995.76)	\$ (0.00)	20	\$305,783.59			\$0.00	\$305,783.59	\$4.86	\$305,783.59

(\$6,115,671.81) (\$5,000,000.00) (\$1,115,671.81)

\$6,115,671.81

\$2,400,000.00

\$600,000.00

\$6,115,671.81

\$9,115,672

This amount not to exceed \$3M total. No payment required until year 6. All \$3M must be paid by year 11 or an additional \$500,000 will be added to the \$3M payback.