

THE COUNTY OF SCOTTS BLUFF, NEBRASKA

RESOLUTION NO. _____

**A RESOLUTION APPROVING, ADOPTING, RATIFYING AND AFFIRMING
THE EXECUTION AND PERFORMANCE OF A LEASE-PURCHASE
AGREEMENT WITH NACO LEASING CORPORATION FOR ACQUISITION
OF PROPERTY.**

BE IT RESOLVED by the Board of Commissioners of The County of Scotts Bluff, Nebraska (the “County”), that this Board hereby approves and authorizes the acquisition of Caterpillar Excavator by the County through a Lease-Purchase Agreement with NACO Leasing Corporation. The Lease-Purchase Agreement shall include the following terms, with such changes as are deemed reasonable or necessary by the Chair of the Board of Commissioners.

1. Principal Amount: \$265,306.13
2. Interest Rate: 4.100%
3. Payment Amount: approximately \$60,272.45
4. Term: August 27, 2026, through November 15, 2031
5. Payment Frequency: annually on November 15 beginning November 15, 2027

Settlement and closing of the Lease-Purchase Agreement shall be on or about August 27, 2026. NACO Leasing Corporation shall send payment to the equipment vendor or owner for acquisition of the property on the date on which NACO Leasing Corporation receives the signed Lease-Purchase Agreement and accompanying documents from the County.

BE IT FURTHER RESOLVED, that the Chair or Vice Chair of the Board of Commissioners and the County Clerk are hereby authorized and directed to sign the Lease-Purchase Agreement and related certificates and documents; and

BE IT FURTHER RESOLVED, that the Tax-Exempt Financing Compliance Procedure presented to the Board is hereby adopted and approved.

This Resolution shall be in full force and effect from and after its passage and all resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution, are to the extent of such conflict, hereby repealed. This Resolution may be executed by electronic transmission and shall be regarded as an original.

PASSED: August 17, 2026, at Scottsbluff, Scotts Bluff County, Nebraska.

**THE COUNTY OF SCOTTS BLUFF,
NEBRASKA**

By: _____
Chairperson

ATTEST:

County Clerk

Tax-Exempt Financing Compliance Procedure

ISSUER NAME: SCOTTS BLUFF COUNTY, NEBRASKA

COMPLIANCE OFFICER (BY TITLE): CLERK

POLICY

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds or as tax credit, direct pay subsidy or other tax-advantaged bonds, to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received by the Issuer in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing Proceedings"),
- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):

- i. covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
- ii. Form 8038 series filed with the Internal Revenue Service;
- iii. tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
- iv. covenants, agreements, instructions or memoranda with respect to rebate or private use;
- v. any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
- vi. any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.

(c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and

(d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee pursuant to the Lease-Purchase Agreement (the “**Agreement**”) entered into between NACO Leasing Corporation, as Lessor, and The County of Scotts Bluff, Nebraska, as Lessee, on August 27, 2026, hereby represents, covenants, warrants and certifies to the Lessor that the Property (as defined in the Agreement and on **Exhibit A** below) has been delivered to the Lessee, that the Property has been completed or installed to the Lessee’s satisfaction, that the Lessee has fully and completely inspected and tested the Property to its satisfaction, and that the Lessee accepts the Property in its current condition, as is, where is and without warranty, express or implied other than the standard manufacturer’s warranty, if any, based solely on the Lessee’s own judgment and inspection of the Property and not upon any statements or representations of the Lessor or any other person. THE LESSEE EXPRESSLY ACKNOWLEDGES THAT THE PROPERTY IS NOT SUBJECT TO ANY WARRANTY, GUARANTY OR REPRESENTATION OF ANY TYPE OR KIND, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, RELATING IN ANY MANNER WHATSOEVER TO THE PROPERTY’S FITNESS FOR A PARTICULAR PURPOSE, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY, PERFORMANCE OR OTHERWISE, except to the extent of the standard warranty of the manufacturer, if any, which manufacturer’s warranty will not be affected by the execution of this Certificate. The Lessor hereby assigns to the Lessee all warranties, maintenance agreements, and other rights with respect to the Property. This Delivery and Acceptance Certificate may be executed by electronic transmission and shall be regarded as an original.

DATED: August 27, 2026.

**THE COUNTY OF SCOTTS BLUFF,
NEBRASKA**

By: _____
Chair

EXHIBIT A

DESCRIPTION OF PROPERTY

SEE ATTACHMENT 1



SALES AGREEMENT

2705 10th Street
Gering, NE 69341
(800) 898-6238

AGREEMENT DATE 07/27/2026
VALID UNTIL 08/31/2026
AGREEMENT ID QTO120018-4

Quoted To:

Scotts Bluff County
785 RUNDELL RD
GERING, NE 69341-3725
USA

Ship To:

Scotts Bluff County
785 RUNDELL RD
GERING, NE 69341-3725
USA

Invoice Account	Order Account	Customer PO	Delivery Method	Page
5934000	5934000			1 of 4
Salesperson	Phone Number	Email Address		
Tom C Thompson	3086415980	thomasthompson@nmccat.com		

Item Information

Machine Model: 320

Make: Caterpillar

Equipment ID: EQN236200

Serial Number: MYK51890

CONTINUED



SALES AGREEMENT

2 of 4

2705 10th Street
Gering, NE 69341
(800) 898-6238

AGREEMENT DATE 07/27/2026
VALID UNTIL 08/31/2026
AGREEMENT ID QTO120018-4

Model: 320

Machine Specification

Description

320 07H HEX AM-N CFG4
BKT HD 48" 1.56YD3 B
LINES, QC, R9'6" STICK
LINES, HP, R9'6" STICK
COUPLER, PIN GRABBER B1 W/PINS
WIPER, RADIAL W/LOWER
FLOORMAT, STD
SUN SCREEN, REAR
GUARD, TRAVEL MOTOR, HD
SUCTION LINE, PUMP, STD
CYLINDER, BKT, B1
STK, R9'6" HD W/THUMB BRACKET
QUICK DRAINS READY
SCREEN, RADIATOR
LINKAGE, BKT, B1 W/EYE GRADE
INTEGRATED RADIO, W/O DAB
TIP, PENETRATION PLUS ADVANSYS
HANDHOLDS, RAD COMPARTMENT
STARTING AID, ETHER
CONTROL, QC
TRACK, 31" TG
GUARD, TRACK GUIDE, SEGMENTED
FILM, EMC
JOYSTICKS, VERTICAL SLIDER
LINES, DRAIN, PG QC
NETWORK MANAGER, A6N1
FILM, STICK WARNING, ANSI
FILM, ROPS
LINES, QC, REACH BOOM
FILM, INTERIOR, ANSI
GUARD, BOTTOM, HD
STORAGE TRAY
LIGHTS, CAB, W/O 360
BOOM, REACH 18'8" HD
FILM, EXTERIOR, ANSI
LINES, HP, REACH BOOM
LIGHTS PKG, BOOM LH & RH
MIRROR, CAB, W/O OPG
CYLINDER, STICK
CAMERA, REAR & RH VIEW
PROD LINK, PLE643/PLE743 RADIO
JOYSTICK STEER + AUX RELAY PKG
GRADE SENSOR, R9'6" STICK
GRADE SENSOR, REACH BOOM
GRADE 2D ASSIST & PAYLOAD
HYDRAULIC PKG, COMB ADV
SIDECUTTERS, HEAVY DUTY
SERIALIZED TECHNICAL MEDIA KIT
STORAGE PROTECTION (EXPORT)
ROLL ON-ROLL OFF
STORAGE PROTECTION (EXPORT)
LANE 2 ORDER
320 07 EXCAVATOR ARRANGEMENT
COMMON ARRANGEMENT
FRAME, SWING, HD

CONTINUED



SALES AGREEMENT

3 of 4

2705 10th Street
Gering, NE 69341
(800) 898-6238

AGREEMENT DATE 07/27/2026
VALID UNTIL 08/31/2026
AGREEMENT ID QTO120018-4

COUNTERWEIGHT, 10,360LB
BEARING, SWING, HD
SWIVEL, W/SWING SENSOR
LINES, SWIVEL W/SWING SENSOR
SWING DRIVE
UNDERCARRIAGE, LONG HD
CYLINDER, BOOM
BOOM TUBE W/EOU
LINES, FRONT, STD
SENSOR, PRESSURE, EOU
CAB, DELUXE
LINES, AIR CONDITIONER
PEDAL, STRAIGHT TRAVEL
RECEIVER, BLUETOOTH
MONITOR, 10"
LIGHT, CHASSIS
TRAVEL, ALARM
MACHINE ECM
ALTERNATOR, 145A C4.4 ENGINE
BATTERIES, 2
GUARD, SWIVEL, STD
VALVE, FINE SWING
FILM, OPERATING PATTERN, 2WAY
LIGHT, BOOM LH
LIGHT, BOOM RH
RADIO MODULE, PL243 CELLULAR
WIRING, PRODUCT LINK ELITE
AUXILIARY RELAY
JOYSTICK STEER
VALVE, HYDRAULIC, TCS, HL
RETURN PIPE, TCS/TCS MP
CIRCUIT, COMBINED, ADV
LINES, MAKE UP, TCS

Sell Price of 320	260,000.00
Extended Warranty	Included
Document Fee	0.00
Net Balance Due	260,000.00
Sales Tax	0.00
After Tax Balance	260,000.00

Warranty

12 Mos New Machine w/Full Coverage

Extended Warranty: 6yr/3,000hr Premier

Notes

Sourcewell Pricing

Scotts Bluff County
Gering , Nebraska
Account # 138897

CONTINUED



SALES AGREEMENT

4 of 4

2705 10th Street
Gering, NE 69341
(800) 898-6238

AGREEMENT DATE 07/27/2026
VALID UNTIL 08/31/2026
AGREEMENT ID QTO120018-4

CVA

Customer Value Agreement

3 Yr / 3000 Hour

Additional Terms:

This Agreement is subject exclusively to the Sales and Service Terms for Caterpillar Products located at <https://nmccat.com/legal-terms/> which are incorporated by reference herein. NMC specifically rejects any terms and conditions contained in documents provided by Buyer (including, without limitation any purchase order) even if signed by NMC. Such documents shall be solely for internal administration by Buyer and have no legal effect upon NMC. ALL SALES ARE FINAL. All orders are subject to credit approval and review by NMC's Sales Management.

Please Note: NMC cannot guarantee availability of equipment. In addition, while NMC endeavors to provide accurate pricing, due to circumstances beyond its control, such pricing is considered an estimate only of the final price and may be subject to change as market, supply, or other circumstances require (including, without limitation, OEM pending steel surcharges and OEM tariffs) until such time as the product is shipped. Should the final price exceed the estimated price, customer shall have the option to terminate the order as its sole remedy.

Buyer's signature below signifies Buyer's agreement to these terms and constitutes Buyer's acknowledgment of the legally binding effect of this Agreement.

Nebraska Machinery Company

Customer Name: Scotts Bluff County

Tom Thompson
By: Tom Thompson
Date: 7-28-26

Steve BAIRD
By: Steve Baird
Date: 7-29-26

CERTIFICATE REGARDING BUDGET AND BIDDING PROCEDURES

The undersigned, duly qualified and elected Chair or Vice Chair of the Board of Commissioners and Clerk of The County of Scotts Bluff, Nebraska, hereby certify, represent and warrant as follows with respect to the Lease-Purchase Agreement between the County and NACO Leasing Corporation dated August 27, 2026, of Property as defined therein:

1. The County has fully complied with the provisions of the County Purchasing Act (Chapter 23, Article 30, Reissue Revised Statutes of Nebraska, as amended, the “**Act**”) with respect to the acquisition of the Property. Without limiting the generality of the foregoing, the County published notice for sealed bids in a legal newspaper of general circulation in the County at least once a week for two consecutive weeks before the final date of submitting bids, as required by Section 23-3111 of the Act, unless the acquisition of the Property was exempt from the competitive bidding requirement pursuant to Section 23-3109 of the Act.

2. The County has submitted and approved a budget for the current fiscal year in full accordance with compliance with the County Budget Act of 1937 (Chapter 23, Article 5, Reissue Revised Statutes of Nebraska, as amended) and the Nebraska Budget Act (Chapter 13, Article 5, Reissue Revised Statutes of Nebraska, as amended) and such budget includes appropriations sufficient to make all payments of Basic Rent and Additional Rent due under the Lease-Purchase Agreement in the current fiscal year. Such appropriation does not exceed or cause the County to exceed any levy or appropriation limit imposed by the Constitution or statutes of the State of Nebraska.

3. This Certificate may be executed by electronic transmission and in several counterparts, each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

DATED: August 27, 2026.

**THE COUNTY OF SCOTTS BLUFF,
NEBRASKA**

Clerk

Chair or Vice Chair

CERTIFICATE OF COUNTY CLERK

The undersigned, duly qualified and elected Clerk of The County of Scotts Bluff, Nebraska, hereby certifies that the foregoing Resolution was duly adopted at a regularly called meeting of the Board of Commissioners held on August 17, 2026, and that advance notice of the meeting was published and provided as required by law. The undersigned further certifies that all of the Commissioners of the County were present at the August 17, 2026 meeting except

who (was)(were) absent from the meeting, but who, to my knowledge, had received advance notice of such meeting. This Certificate may be executed by electronic transmission and shall be regarded as an original.

DATED: August 27, 2026.

County Clerk
The County of Scotts Bluff, Nebraska

LEASE-PURCHASE AGREEMENT

This **LEASE-PURCHASE AGREEMENT** (the “**Agreement**”), dated August 27, 2026, is made and entered into by and between **NACO LEASING CORPORATION**, a not-for-profit corporation existing under the laws of the State of Nebraska (the “**Lessor**”) and **THE COUNTY OF SCOTTS BLUFF, NEBRASKA** (the “**Lessee**”).

IN CONSIDERATION of the premises and the mutual covenants and agreements set forth in this Agreement, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I DEFINITIONS

The following words and phrases used in this Agreement shall have the following meanings, unless the context or use indicates another or different meaning or intent:

“**Additional Rent**” means all taxes and assessments, general and special, on or with respect to the Property, or any part thereof, which become due or payable or are assessed during the term of this Agreement.

“**Basic Rent**” means the payments payable by Lessee pursuant to the terms of this Agreement during the Basic Term for and in consideration of the right to use the Property during the Basic Term.

“**Basic Term**” means the term of this Agreement as specified on **Exhibit A** attached to this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“**Lease-Purchase Obligation**” means Lessee’s obligation to pay Basic Rent under this Agreement.

“**Paying Agent**” and “**Registrar**” mean the Paying Agent and Registrar appointed with respect to this Agreement pursuant to **Section 3.1**, and any duly qualified Paying Agent and Registrar subsequently appointed by Lessee following notice of such appointment to the Registered Owner.

“**Person**” includes natural persons, firms, associations, corporations and public bodies.

“**Property**” means the Property described on **Exhibit A** attached hereto together with all replacements, improvements, repairs, attachments and additions thereto and thereon.

“**Registered Owner**” means the Lessor or any assignee of the Lessor as shown on the books and records of the Registrar.

ARTICLE II GRANTING OF LEASEHOLD; CONVEYANCE

The Lessor hereby leases the Property to the Lessee subject to the terms and conditions hereinafter set forth, for a Basic Term specified on **Exhibit A** attached hereto.

Upon the expiration of the Basic Term of this Agreement, if the Lessee has paid all the rentals due to the Lessor under the terms of this Agreement, the Lessor will convey, transfer and release the Property to the Lessee by good and sufficient instrument of conveyance free and clear of all liens and encumbrances, except any encumbrances caused or permitted by the Lessee or caused by default of the Lessee hereunder, and such conveyance shall be made without payment by the Lessee of any additional rental or other consideration therefore. In the event that the outstanding amount of Basic Rent constituting principal and accrued interest to the date of payment, and any Additional Rent due or to become due, and all other obligations of the Lessee, are fully paid or payment provided for (as herein permitted) prior to the expiration of the Basic Term of this Agreement, by virtue of prepayment of Basic Rent or otherwise, this Agreement will thereupon be terminated and the Property transferred to the Lessee in the same manner and on the same conditions as upon expiration of the Basic Term of this Agreement.

ARTICLE III RENT

3.1 Appointment of Paying Agent and Registrar; Payment of Basic Rent. The Lessee hereby appoints its County Treasurer as Paying Agent and Registrar with respect to this Agreement. A portion of each Basic Rent payment shall represent the payment of interest as set forth on **Exhibit A**. Payments of Basic Rent shall be made by the Paying Agent to the Registered Owner of this Agreement at the address shown on the books and records of the Registrar.

3.2 Payment of Additional Rent. The Lessee shall pay all Additional Rent as and when due. Payments of Additional Rent shall be made to the Lessor by the Lessee remitting the same directly to the respective payees for the account of the Lessor.

3.3 Lessee's Obligation Unconditional. The Lessee's obligation to pay Basic Rent and Additional Rent shall be absolute and unconditional. All payments of Basic Rent and Additional Rent shall be made by the Lessee on or before the date the same shall become due, without notice or demand, and without abatement or set off, irrespective of whether the Lessee shall have taken possession of any part of the Property, or of the right of temporary use of all or part thereof, change in the Lessor's legal organization or status, or any loss or damage to the Property or use of all or any portion of the Property from any cause whatsoever, including but not limited to issuance of an injunction or other order prohibiting use of the Property or other causes which are beyond the Lessor's control, none of which shall relieve the Lessee of the liability for payment of Basic Rent and Additional Rent as herein provided, except to the extent condemnation or insurance proceeds may be applied to Basic Rent as herein specifically permitted.

3.4 Prepayments. The Lessee may prepay all, but not part of, the Basic Rent at any time without penalty.

ARTICLE IV ASSIGNMENT OF AGREEMENT

The Lessee accepts notice that the Property, this Agreement and the Basic Rent and Additional Rent payable to the Lessor under this Agreement have been conveyed, transferred and assigned pursuant to the Assignment attached to this Agreement. The Lessee represents and warrants that such assignment has been recorded on the books and records of the Registrar. Pursuant to such assignment, the assignee will become the Lessor for all purposes of this Agreement and the initial Lessor named in this Agreement will have no continuing interest in, right or responsibility with respect to this Agreement, the Property or

the payment of Basic Rent or Additional Rent. The Lessor and any subsequent Lessor has and may exercise all rights and remedies of the Lessor provided for in this Agreement. This Agreement shall be maintained in registered form, and no transfer or assignment of this Agreement shall be effective except pursuant to an assignment in the form attached to this Agreement and recordation of such assignment on the registration books and records retained by the Registrar, and delivery to the County of a bank's letter in substantially the form attached to this Agreement as **Exhibit B**.

ARTICLE V ACQUISITION OF PROPERTY

5.1 Acquisition of Property. The Lessor agrees to acquire, construct and equip the Property for the Lessee as specified on **Exhibit A**. The Lessor hereby appoints the Lessee as its agent for purposes of acquiring, constructing and equipping the Property.

5.2 Conveyance by Lessee. The Lessee hereby sells, transfers, conveys and assigns whatever right, title and interest in and to the Property that the Lessee may have, if any, to the Lessor and the Lessor hereby accepts such transfer. The conveyance made by the Lessee to the Lessor pursuant to this **Section 5.2** is made for the purpose of the Lessor obtaining ownership of the Property prior to leasing the Property to the Lessee, and shall be deemed to be made prior to the grant of a leasehold interest to the Lessee pursuant to **Article II** and prior to the Lessee's conveyance of a lien and security interest to the Lessor pursuant to **Section 5.6** of this Agreement. The Lessee agrees that in the event the Property is attached or affixed to real property, the Property shall for all purposes remain separate personal property, subject to this Agreement and not a part of such real property.

5.3 Property Acquisition Costs. The Lessor and the Lessee agree that the Lessor shall pay the cost of acquisition, installation and equipping of the Property, and any expenses of executing and delivering this Agreement, other than those expenses which the Lessee has agreed to pay. Costs shall be paid to the Lessee or directly to vendors, suppliers or contractors, or, in the event proceeds are used to acquire Property currently leased by the Lessor, directly to the lessor under such lease, upon receipt by the Lessor of requisitions, vouchers, releases and other documents in a form satisfactory to the Lessor. The Lessee hereby acknowledges and agrees that the Lessor shall not in any event be obligated to pay or provide for the payment of any funds for the acquisition, installation or equipping of the Property and issuance expenses in excess of the principal amount of this Agreement. The Lessee acknowledges and agrees that the costs of acquiring, installing and equipping the Property may exceed the principal amount of this Agreement, and the Lessee represents, warrants and agrees that the Lessee shall pay all such costs from the Lessee's funds without any right of reimbursement from the Lessor or the Registrar.

In the event the Property is not delivered simultaneously with execution and delivery of this Agreement, the Lessor may, in the Lessor's discretion, deposit the principal amount of the Agreement in a special account created by the Lessee and held by the County Treasurer of the Lessee for such purpose. The Lessee represents and warrants that monies in such fund shall be used exclusively for property acquisition costs specified in this **Section 5.3**, and shall be disbursed only with consent of and at the direction of the Lessor. Money in such fund shall be invested by and at the direction of the County Treasurer of the Lessee in legally authorized investments of the Lessee, subject to **Sections 6.9, 6.11 and 6.14** of this Agreement. Notwithstanding the foregoing or any other provision in this Agreement to the contrary, any monies held pursuant to this **Section 5.3** not expended within the applicable period specified in **Section 6.14(a)** of this Agreement shall, on or before expiration of such period, be applied as a payment or prepayment of Basic Rent.

5.4 Acceptance by Lessee. Upon acquisition and completion of the Property and acceptance thereof by the Lessee, the fact of such completion and acceptance shall be evidenced by a Certificate of Acceptance signed by the Lessee.

5.5 Resolution of Disputes. Any dispute with any contractor or vendor concerning the acquisition of the Property or interpretation of any contract shall be adjusted and settled by the Lessee and the Lessee shall be liable and make payment to said contractor or vendor and all other persons for any judgment, claim or liability in connection with the Property in excess of the principal amount of this Agreement.

5.6 Title; Mortgage; Pledge. Title to the Property shall be vested in the Lessee. The Lessee hereby transfers, conveys, mortgages, assigns and grants the Property to the Lessor, as security for the Lessee's obligations under this Agreement until such time as all obligations of the Lessee hereunder have been satisfied and discharged. The Lessee covenants that it will do, execute, acknowledge, deliver and file of record, or cause to be done, executed, acknowledged, delivered and filed of record, such appropriate Nebraska Uniform Commercial Code financing and continuation statements as may be required by law in order to create, vest and perfect in favor of the Lessor a UCC security interest in and to the Property. The Lessee shall not be obligated to cause the notation of the Lessor's interest on any certificate of title or other title or ownership documentation with respect to the Property.

ARTICLE VI COVENANTS OF LESSEE

6.1 Authorization of Agreement. The Lessee covenants that it is a duly existing county, a political subdivision and body corporate and politic of the State of Nebraska or an agency, subdivision, subordinate or entity acting on behalf of a county, with full and lawful power and authority to enter into this Agreement pursuant to Section 23-3114, Reissue Revised Statutes of Nebraska, as amended, and that it has taken all actions necessary to validly enter into this Agreement.

6.2 Observe Budget and Spending Limitations. The Lessee covenants and agrees that it shall cause the levy and collection of taxes sufficient in rate and amount to pay Basic Rent and Additional Rent pursuant to this Agreement when due. The Lessee covenants and agrees that throughout the term of this Agreement it will observe all levy, budget and spending limitations now or hereafter imposed by law in such a manner that a sufficient portion of its tax levy or other monies shall be lawfully available to pay all rentals and other amounts due under this Agreement.

6.3 Levy of Taxes to Pay Rentals. The Lessee covenants that the rentals payable under this Agreement constitute full faith and credit general obligations of the Lessee, do not exceed any limitation imposed by law, and that such rentals are not such as may reasonably be expected to require Lessee to levy taxes in excess of any applicable levy limit. Specifically, but without limitation, the Lessee covenants and agrees that taxes levied and appropriations made to pay principal and interest on this Agreement, together with other taxes levied and appropriations made by Lessee, will not exceed the limitations imposed by Sections 23-104, 23-120 and 77-3442, Reissue Revised Statutes of Nebraska, as amended, to the extent applicable to this Agreement.

6.4 Governmental Approvals. The Lessee represents and warrants that it has received all governmental approvals necessary for acquisition and operation of the Property.

6.5 Title to Property. Throughout the Basic Term, the Lessee shall not encumber, restrict or grant, or permit the creation of any interest in title to the Property to any person other than the Lessor.

The Lessee covenants and agrees that the Lessee is responsible for obtaining merchantable title to the Property and that the Lessor makes no representation or warranty concerning title to the Property.

6.6 Compliance with Bidding Requirements. The Lessee has complied with all bidding requirements, if necessary, and any and all appropriations, funding, notice, hearing or other requirements under law, and no other consent, approval or ratification of the terms hereof are necessary for this Agreement to be valid.

6.7 Disclaimer of Warranties. The Lessee covenants and agrees that it has selected the Property based upon its own judgment and disclaims any reliance upon any statements or representations made by the Lessor. THE LESSOR MAKES NO WARRANTY WITH RESPECT TO THE PROPERTY, EXPRESSED OR IMPLIED, AND THE LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR THE CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PROPERTY. The Lessee agrees to pay Basic Rent and Additional Rent without regard to the condition of the Property and to look only to persons other than the Lessor such as the contractor, manufacturer, installer, vendor or carrier thereof should the Property for any reason be defective. The Lessor hereby assigns to the Lessee all warranties, maintenance agreements, and other rights with respect to the Property. So long as no Event of Default has occurred and is continuing, the Lessor agrees, to the extent they are assignable, and hereby assigns to the Lessee, without any recourse to the Lessor, any warranty received by the Lessor.

6.8 Use of Property. The Property will be used for essential governmental purposes of the Lessee. None of the Property or proceeds of the Agreement will be used, either directly or indirectly, (a) to make or finance loans to persons other than state and local governments or (b) in any trade or business carried on by any person other than a governmental unit. No payment of Basic Rent or Additional Rent will be made (directly or indirectly, to the Lessor or any other party) from any trade or business use of the Property or proceeds. In addition, no payment of Basic Rent or Additional Rent will be otherwise secured by or derived from property used in a trade or business or payments in respect of such property.

6.9 No Federal Guaranty. Except as permitted under Section 149(b)(3) of the Code, (a) the payment of Basic Rent or Additional Rent will not be guaranteed, either directly or indirectly in whole or in part, by the United States or any agency or instrumentality thereof and (b) neither the Property nor the proceeds of the Agreement will be (1) used in making loans, the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (2) invested directly or indirectly in federally insured deposits or accounts.

6.10 Bank Eligibility Designation. The Lessee covenants and agrees that the Lessee, together with all entities subordinate to it, (a) shall not issue more than \$10,000,000 of tax-exempt obligations (other than private activity bonds as defined in the Code) during the calendar year in which this Agreement is executed and delivered and (b) has not designated more than \$10,000,000 of obligations (including its Lease-Purchase Obligation created by this Agreement) to date as qualified tax-exempt obligations and hereby designates its Lease-Purchase Obligation created by this Agreement as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3)(B)(i) of the Code.

6.11 Arbitrage Rebate Compliance. In accordance with Section 148(f)(4)(c) of the Code, the Lessee covenants that it is a governmental unit with general taxing powers; that this Agreement is not a private activity bond as defined in Section 141 of the Code; that ninety-five percent (95%) or more of the net proceeds of the Lease-Purchase Obligation are to be used for local governmental activities of the Lessee (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Lessee), and that the aggregate face amount of all tax-exempt obligations (other than private activity

bonds as defined in Section 141 of the Code) issued by the Lessee, including all subordinate entities of the Lessee, during the calendar year in which this Lease-Purchase obligation is issued will not exceed \$5,000,000. The Lessee understands that, for this purpose; (a) the Lessee and all entities which issue bonds on behalf of the Lessee are treated as one issuer; (b) all bonds issued by an entity subordinate to the Lessee are treated as issued by the Lessee; and (c) bonds issued by the Lessee to currently refund any other bond are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations. In the event the Lessee fails or ceases to meet the foregoing covenant, the Lessee shall take or retain experts to take all actions with respect to rebate deposits and payments required by the Code and regulations promulgated thereunder. The Lessee hereby establishes a Rebate Fund, containing a rebate account and an earnings account, to hold funds required to be rebated to the United States pursuant to the Code and regulations.

6.12 Form 8038. To the best of the Lessee's knowledge and belief, the information contained in the Internal Revenue Service Information Return (Form 8038-G or Form 8038-GC) executed and delivered to special tax counsel by the Chair or other authorized officer of the Lessee with respect to this Agreement is complete and accurate. With the prior approval of special tax counsel, the Lessee shall make any amendments to such return as are necessary to properly reflect subsequent events.

6.13 Additional Requirements. The Lessee will use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Agreement, provided that in meeting such requirements the Lessee will do so only to the extent consistent with the proceedings authorizing the Agreement and the laws of the State of Nebraska, and to the extent that there is a reasonable period of time in which to comply.

6.14 Arbitrage Certification. To the best of the Lessee's knowledge, information and belief, the following expectations concerning arbitrage matters are reasonable:

(a) All proceeds of the Agreement will be expended within six months from the date of this Agreement. In the event proceeds are used to refund an existing obligation of the Lessee, all such proceeds shall be expended for such purpose within 30 days of the date of this Agreement. The proceeds of the Agreement will be used for acquisition, installation and equipping of the Property and the payment of costs of executing and delivering this Agreement. Except as specifically permitted in this Agreement, no funds or accounts will be created, held or pledged with respect to the Property or this Agreement.

(b) The Lessee has not been advised by the Commissioner, any District Director or any other official of the Internal Revenue Service that certifications by the Lessee with respect to arbitrage may not be relied upon.

(c) The initial offering price of the Agreement is one hundred percent (100%) of its principal amount, the price of the Agreement paid by the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers).

Based upon the foregoing it is not expected that the proceeds of the Agreement will be used in a manner that will cause the Agreement to become an "arbitrage bond" within the meaning of the Code.

ARTICLE VII USE AND MAINTENANCE OF PROPERTY; INSPECTION

7.1 Use of Property. The Lessor and the Lessee agree that the Lessee may use the Property for any purpose permitted by law and this Agreement as may be desired by the Lessee. The Lessee shall,

during the term of this Agreement, promptly comply with all valid statutes, laws, ordinances, orders, judgments, decrees, regulations, directions, and requirements of all federal, state, local, and other government or governmental authorities, now or hereafter applicable to the Property, or to any adjoining public ways, as to the manner of use or the condition of the Property or of adjoining public ways.

7.2 Condition of Property. The Lessee shall keep the Property and all parts thereof in good and tenantable condition and repair during the term of this Agreement.

7.3 Operating Permits and Licenses. The Lessee agrees to pay for and indemnify and save the Lessor harmless against any and all costs, expenses, liabilities or damages relating to all gas, electric light and power, water, sewer and other utility charges for the operation, maintenance, use and upkeep of the Property, and shall obtain all required permits and licenses.

7.4 Alterations. The Lessee shall have the right, at its own expense, to make additions, alterations and changes in or to the Property. All alterations, additions and improvements shall be deemed a part of the Property subject to this Agreement and, upon termination of this Agreement, shall be surrendered to the Lessor, subject to the provisions of Article II concerning conveyance to the Lessee.

7.5 Net Lease. It is the intention of the parties that the Lessor shall have no obligation for any cost in connection with the Property beyond initial expenditure of the principal amount of the Agreement and that the Basic Rentals shall be net to the Lessor, and this Agreement shall be construed accordingly.

7.6 Inspection. The Lessee shall permit the Lessor to inspect the Property during usual business hours.

ARTICLE VIII INSURANCE; DAMAGE OR DESTRUCTION

8.1 Maintenance of Insurance. Throughout the term of this Agreement, the Lessee shall, at its expense, keep the Property insured against loss or damage by fire and extended coverage perils or provide a self-insurance reserve in such amounts as a prudent owner of the Property would provide.

8.2 Repair, Replacement. If the Property shall be damaged from any cause whatsoever, the Lessee shall, at its expense, promptly and with reasonable diligence proceed to repair, replace or reconstruct the Property to the extent required so that, in the judgment of the Lessee, the Property shall be suitable for use for its purpose as required by the Lessee. Insurance money may be used for such repair, replacement or reconstruction.

8.3 Effect on Obligation. No damage to or destruction of the Property or any part thereof from any cause whatsoever shall reduce or affect the Lessee's obligation to pay Basic Rent and Additional Rent as provided in this Agreement.

ARTICLE IX INDEMNIFICATION BY LESSEE

The Lessee shall indemnify and save the Lessor harmless against and from all claims by or on behalf of any person, firm, or corporation, including the Lessee itself, arising from the Lessor's acquisition and ownership of the Property or the assignment of the Property, including but not limited to:

- (a) Any condition of the Property;
- (b) Any breach or default on the part of the Lessee in the performance of any of its obligations under this Agreement;
- (c) Any act or negligence of the Lessee or of its officers, agents, contractors, servants, employees, or licensees; or
- (d) Any accident, injury, or death of any person or damage to any property occurring in or about the Property.

The Lessee shall indemnify and save the Lessor harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid; or in connection with any action or proceeding brought thereon, and upon notice from the Lessor, the Lessee shall defend the Lessor in any such action or proceeding.

In addition to the foregoing and notwithstanding anything contained in this Agreement which might be construed to the contrary, the Lessee covenants and agrees to indemnify and save the Lessor harmless, to the extent permitted by law, with respect to any pecuniary liability to which the Lessor might become subject as a consequence of the performance by the Lessor or the Lessee of any act in compliance with the terms and provisions of this Agreement.

The Lessee shall maintain satisfactory public liability insurance with respect to the Property.

ARTICLE X ASSIGNMENTS AND SUBLEASES

The Lessee may not assign or convey its rights under this Agreement or sublet the Property or any part thereof during the term of this Agreement unless the Lessee has received the written consent of the Lessor to such assignment or subletting, which consent shall be based upon an opinion of recognized bond counsel that the assignment or subletting proposed will not affect the tax-exempt status of interest on the Lease-Purchase Obligation.

ARTICLE XI DEFAULT; REMEDIES

11.1 Events of Default. The following constitute Events of Default under this Agreement:

- (a) Default by the Lessee in the due and punctual payment of Basic Rent; or
- (b) Default by the Lessee in the due and punctual payment of Additional Rent and such default continues for a period of five (5) days after the Lessee's receipt of notice of such nonpayment from the Lessor; or
- (c) Default by the Lessee in the keeping or performance of any other covenant or obligations herein contained on the Lessee's part to be kept or performed, and the Lessee fails to remedy the same within 60 days after the Lessor has given the Lessee written notice specifying such default (or within such additional period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within such 60-day period because of any cause beyond the control of the Lessee.

11.2 Remedies. Upon occurrence of an Event of Default, the Lessor may, at the Lessor's election, then or at any time thereafter while such event of default shall continue:

(a) declare all installments of Basic Rent (in an amount equal to the unpaid principal and accrued interest) to be immediately due and payable, whereupon the same shall become immediately due and payable, together with interest thereon;

(b) seek and shall be entitled to mandamus, specific performance or any other injunctive or equitable relief to restrain and prevent the Lessee from taking, or (to the extent that it can exercise control over the same) permitting to be taken, any action which would result in a default in the keeping of any of the covenants set forth in this Agreement;

(c) pursue any remedies available under its security interest in the Property pursuant to this Agreement, including all remedies available under the Nebraska Uniform Commercial Code.

If the Lessee shall fail to keep or perform any of its obligations as provided for in this Agreement, then the Lessor may (but shall not be obligated to do so) upon the continuance of such failure on the Lessee's part, and without waiving or releasing the Lessee from any obligation, as an additional but not exclusive remedy, make any payment or perform any obligation, and all sums paid by the Lessor in performing such obligation shall be deemed Additional Rent and shall be paid to the Lessor on demand or, at the Lessor's option, may be added to any installment of Basic Rent thereafter falling due, and if not so paid by the Lessee, the Lessor shall have the same rights and remedies as in the case of default by the Lessee in the payment of Basic Rent.

The specific remedies provided for in this Agreement are cumulative and not exclusive of any other remedy. The failure of either party to insist in any one or more cases upon strict performance shall not be construed as a waiver or relinquishment for the future. No acceptance of rent with knowledge of any default shall be deemed a waiver of such default.

ARTICLE XII MISCELLANEOUS

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Agreement contained shall not affect the remaining portions of this Agreement or any part thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. This Agreement may be executed by electronic transmission and in several counterparts, each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, NACO LEASING CORPORATION, as Lessor, has caused this Agreement to be signed in its name and behalf by its President, Vice President or Executive Director and **THE COUNTY OF SCOTTS BLUFF, NEBRASKA**, as Lessee, has caused this Agreement to be signed in its name and behalf by its authorized officers.

NACO LEASING CORPORATION, Lessor

By: _____
Title: _____

**THE COUNTY OF SCOTTS BLUFF,
NEBRASKA**, Lessee

ATTEST:

By: _____
Chair

By: _____
Clerk

**EXHIBIT A
TO LEASE-PURCHASE AGREEMENT**

BASIC TERM

Commencement Date:	August 27, 2026
Termination Date:	November 15, 2031

DESCRIPTION OF PROPERTY

SEE ATTACHMENT 1

BASIC RENT

SEE ATTACHMENT 2



SALES AGREEMENT

2705 10th Street
Gering, NE 69341
(800) 898-6238

AGREEMENT DATE 07/27/2026
VALID UNTIL 08/31/2026
AGREEMENT ID QTO120018-4

Quoted To:

Scotts Bluff County
785 RUNDELL RD
GERING, NE 69341-3725
USA

Ship To:

Scotts Bluff County
785 RUNDELL RD
GERING, NE 69341-3725
USA

Invoice Account	Order Account	Customer PO	Delivery Method	Page
5934000	5934000			1 of 4
Salesperson	Phone Number	Email Address		
Tom C Thompson	3086415980	thomasthompson@nmccat.com		

Item Information

Machine Model: 320

Make: Caterpillar

Equipment ID: EQN236200

Serial Number: MYK51890

CONTINUED



SALES AGREEMENT

2 of 4

2705 10th Street
Gering, NE 69341
(800) 898-6238

AGREEMENT DATE 07/27/2026
VALID UNTIL 08/31/2026
AGREEMENT ID QTO120018-4

Model: 320

Machine Specification

Description

320 07H HEX AM-N CFG4
BKT HD 48" 1.56YD3 B
LINES, QC, R9'6" STICK
LINES, HP, R9'6" STICK
COUPLER, PIN GRABBER B1 W/PINS
WIPER, RADIAL W/LOWER
FLOORMAT, STD
SUN SCREEN, REAR
GUARD, TRAVEL MOTOR, HD
SUCTION LINE, PUMP, STD
CYLINDER, BKT, B1
STK, R9'6" HD W/THUMB BRACKET
QUICK DRAINS READY
SCREEN, RADIATOR
LINKAGE, BKT, B1 W/EYE GRADE
INTEGRATED RADIO, W/O DAB
TIP, PENETRATION PLUS ADVANSYS
HANDHOLDS, RAD COMPARTMENT
STARTING AID, ETHER
CONTROL, QC
TRACK, 31" TG
GUARD, TRACK GUIDE, SEGMENTED
FILM, EMC
JOYSTICKS, VERTICAL SLIDER
LINES, DRAIN, PG QC
NETWORK MANAGER, A8N1
FILM, STICK WARNING, ANSI
FILM, ROPS
LINES, QC, REACH BOOM
FILM, INTERIOR, ANSI
GUARD, BOTTOM, HD
STORAGE TRAY
LIGHTS, CAB, W/O 360
BOOM, REACH 18'8" HD
FILM, EXTERIOR, ANSI
LINES, HP, REACH BOOM
LIGHTS PKG, BOOM LH & RH
MIRROR, CAB, W/O OPG
CYLINDER, STICK
CAMERA, REAR & RH VIEW
PROD LINK, PLE643/PLE743 RADIO
JOYSTICK STEER + AUX RELAY PKG
GRADE SENSOR, R9'6" STICK
GRADE SENSOR, REACH BOOM
GRADE 2D ASSIST & PAYLOAD
HYDRAULIC PKG, COMB ADV
SIDECUTTERS, HEAVY DUTY
SERIALIZED TECHNICAL MEDIA KIT
STORAGE PROTECTION (EXPORT)
ROLL ON-ROLL OFF
STORAGE PROTECTION (EXPORT)
LANE 2 ORDER
320 07 EXCAVATOR ARRANGEMENT
COMMON ARRANGEMENT
FRAME, SWING, HD

CONTINUED



SALES AGREEMENT

3 of 4

2705 10th Street
Gering, NE 69341
(800) 898-6238

AGREEMENT DATE 07/27/2026
VALID UNTIL 08/31/2026
AGREEMENT ID QTO120018-4

COUNTERWEIGHT, 10,360LB
BEARING, SWING, HD
SWIVEL, W/SWING SENSOR
LINES, SWIVEL W/SWING SENSOR
SWING DRIVE
UNDERCARRIAGE, LONG HD
CYLINDER, BOOM
BOOM TUBE W/EOU
LINES, FRONT, STD
SENSOR, PRESSURE, EOU
CAB, DELUXE
LINES, AIR CONDITIONER
PEDAL, STRAIGHT TRAVEL
RECEIVER, BLUETOOTH
MONITOR, 10"
LIGHT, CHASSIS
TRAVEL, ALARM
MACHINE ECM
ALTERNATOR, 145A C4.4 ENGINE
BATTERIES, 2
GUARD, SWIVEL, STD
VALVE, FINE SWING
FILM, OPERATING PATTERN, 2WAY
LIGHT, BOOM LH
LIGHT, BOOM RH
RADIO MODULE, PL243 CELLULAR
WIRING, PRODUCT LINK ELITE
AUXILIARY RELAY
JOYSTICK STEER
VALVE, HYDRAULIC, TCS, HL
RETURN PIPE, TCS/TCS MP
CIRCUIT, COMBINED, ADV
LINES, MAKE UP, TCS

Sell Price of 320	260,000.00
Extended Warranty	Included
Document Fee	0.00
Net Balance Due	260,000.00
Sales Tax	0.00
After Tax Balance	260,000.00

Warranty

12 Mos New Machine w/Full Coverage

Extended Warranty: 6yr/3,000hr Premier

Notes

Sourcewell Pricing

Scotts Bluff County
Gering , Nebraska
Account # 138897

CONTINUED



SALES AGREEMENT

4 of 4

2705 10th Street
Gering, NE 69341
(800) 898-6238

AGREEMENT DATE 07/27/2026
VALID UNTIL 08/31/2026
AGREEMENT ID QTO120018-4

CVA

Customer Value Agreement

3 Yr / 3000 Hour

Additional Terms:

This Agreement is subject exclusively to the Sales and Service Terms for Caterpillar Products located at <https://nmccat.com/legal-terms/> which are incorporated by reference herein. NMC specifically rejects any terms and conditions contained in documents provided by Buyer (including, without limitation any purchase order) even if signed by NMC. Such documents shall be solely for internal administration by Buyer and have no legal effect upon NMC. ALL SALES ARE FINAL. All orders are subject to credit approval and review by NMC's Sales Management.

Please Note: NMC cannot guarantee availability of equipment. In addition, while NMC endeavors to provide accurate pricing, due to circumstances beyond its control, such pricing is considered an estimate only of the final price and may be subject to change as market, supply, or other circumstances require (including, without limitation, OEM pending steel surcharges and OEM tariffs) until such time as the product is shipped. Should the final price exceed the estimated price, customer shall have the option to terminate the order as its sole remedy.

Buyer's signature below signifies Buyer's agreement to these terms and constitutes Buyer's acknowledgment of the legally binding effect of this Agreement.

Nebraska Machinery Company

Customer Name: Scotts Bluff County

Tom Thompson
By: Tom Thompson
Date: 7-28-26

Steve BAIRD
By: Steve Baird
Date: 7-29-26

EXHIBIT B
TO LEASE-PURCHASE AGREEMENT

BANK'S LETTER

See attached.

[INSERT BANK LETTERHEAD]

BANK LETTER

August 27, 2026

The County of Scotts Bluff, in the State of Nebraska
Scottsbluff, Nebraska

Gilmore & Bell, P.C.
Omaha, Nebraska

Re: \$265,306.13 Lease-Purchase Agreement, dated August 27, 2026

Ladies and Gentlemen:

The undersigned, Platte Valley Bank (the “Bank”) as assigned lessor of the above-referenced Lease-Purchase Agreement (the “Lease”) originally entered into between NACO Leasing Corporation and The County of Scotts Bluff, in the State of Nebraska (the “County”) pursuant to and on the terms set forth in a resolution passed by the governing body of the County on August 17, 2026, (the “Resolution”) hereby represents and warrants to you that:

1. Capitalized terms used herein and not otherwise defined are used with the meanings given such terms in the Resolution and the Lease.

2. The Bank has duly authorized, by all necessary action, the acquisition of the Lease and the right to receive the rental payments under the Lease pursuant to the terms and provisions of the Resolution (the “Payments”).

3. The Bank is a banking institution and has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the Lease, the Payments, and the Resolution. The Bank is able to bear the economic risks of that investment.

4. The Bank understands that the obligations of the County to make the Payments under the Lease are payable from the sources described in the Resolution and the Lease.

5. The Bank acknowledges that it has either been supplied with or has been given access to information, including financial statements and other financial information, which it has asked for and the Bank has had the opportunity to ask questions and receive answers from appropriate officers of the County concerning the County, the Lease, the Payments, the Resolution and the security therefor, so that the Bank has been able to evaluate the risks and merits of acquiring the Lease and make its decision to acquire the Lease on the terms set forth in the Resolution.

6. The Bank made its own inquiry and analysis with respect to the Resolution, the Lease, the Payments, and the security therefor, and other factors affecting the security and payment of such payments set forth in the Resolution. The Bank is aware that the business of the County involves certain economic variables and risks that could adversely affect the security for the payments to be made by the County to the Bank under the terms of the Resolution and the Lease. The Bank has examined the legal

documents relating to the Lease and the Resolution, including the proposed legal opinion to be delivered by Gilmore & Bell, P.C. as to the validity of and tax status of interest on the Lease.

7. The Bank understands that the Lease (including the right to receive the Payments under the terms of the Resolution) (a) is not being registered or otherwise qualified for sale under the securities laws and regulations of any state, (b) will not be listed on any securities exchange, (c) do not and will not carry a credit rating from any credit rating service and (d) will be delivered in a form which may not be readily marketable.

8. The Bank has no present intent to sell, transfer or otherwise dispose of the Lease. The Bank agrees not to sell, transfer or otherwise dispose of the Lease in full unless the transferee executes a letter of representation in substantially the form of this letter and such sale, transfer or other disposition is in compliance with applicable laws and the provisions of the Resolution and the Lease. Any participation of the Lease will be conducted by the Bank in accordance with the rules governing participation of loans by the Bank.

9. The Bank agrees to indemnify and hold harmless the County with respect to any claim asserted against the County that is based upon the Bank's sale, transfer or other disposition of the Lease or all or any part of the Bank's interests in the Lease or the Resolution in violation of the provisions hereof or of the Resolution, other than any claim that is based upon the gross negligence or willful misconduct of the County.

10. The Bank has executed and delivered this letter in connection with acquisition of the Lease as an inducement to the County to enter into the Lease and the execution and delivery thereof to the Bank.

Only the addressees hereof may rely upon this letter.

Platte Valley Bank, Nebraska

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, conveys, assigns and transfers without recourse unto Platte Valley Bank, Attention: Chelsi Copsey, 1212 Circle Drive, Scottsbluff, NE 69361, Tax I.D. No. 47-0800548, the Lease-Purchase Agreement between NACO Leasing Corporation and The County of Scotts Bluff, Nebraska, in the amount of \$265,306.13 dated August 27, 2026, and the Property described therein, and does hereby irrevocably constitute and appoint the Paying Agent and Registrar appointed pursuant to such Lease-Purchase Agreement to transfer the Lease-Purchase Agreement on the books kept for registration thereof with full power of substitution in the premises. This Assignment may be executed by electronic transmission and in several counterparts, each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

Dated: August 27, 2026

Transferor: NACO Leasing Corporation

Signature: _____

By: _____

Its: _____

This Assignment is not valid until received, acknowledged and registered by the Registrar with respect to the Lease-Purchase Agreement.

This Assignment has been recorded on the
registration records of the Registrar.

County Clerk, Paying Agent and Registrar

FEDERAL TAX CERTIFICATE

\$265,306.13

**The County of Scotts Bluff, Nebraska
Lease-Purchase Agreement**

1. The undersigned, Chair of the Board of Commissioners of The County of Scotts Bluff, Nebraska (the **“County”**), hereby certifies to the following with respect to the Lease-Purchase Agreement, dated August 27, 2026 (the **“Agreement”**) between the County and NACO Leasing Corporation, a not-for-profit corporation, or its assigns (the **“Lessor”**). The undersigned is delegated with the responsibility of supervising the execution and delivery of the Agreement and is familiar with the facts, estimates and expectations set forth herein.

2. Net proceeds of the Agreement will be loaned to the Lessor for the purpose of acquiring certain property needed by the County described on **Attachment 1** (the **“Property”**). The Lessor will lease/sell the Property to the County pursuant to the terms of the Agreement.

3. The Agreement will be sold at its par value of \$265,306.13 on August 27, 2026. From this amount will be deducted and paid to D.A. Davidson & Co. (the **“Underwriter”**), a discount of \$1,989.80 and costs of issuance of \$3,316.33, resulting in net proceeds of \$260,000. Net proceeds do not exceed the amount necessary to acquire the Property.

4. Certain capitalized terms used in this Certificate not otherwise defined shall have the same meaning as in the Agreement. Certain capitalized terms used in this Certificate not otherwise defined shall have the same meaning as in the resolution adopted by the County on August 17, 2026 (the **“Resolution”**), or in Sections 103 and 141 to 150, inclusive, of the Internal Revenue Code of 1986 (the **“Code”**) or the Treasury Regulations (the **“Regulations”**) promulgated thereunder.

5. The County has entered into or will enter into binding contracts obligating the expenditure of at least five percent of the net proceeds within six months of the date of the Agreement, and the County will proceed with due diligence to acquire the Property. It is reasonably expected that 85 percent of the net proceeds of the Agreement will be expended to acquire the Property within three years of the date of the Agreement. Proceeds may, before being used to pay the costs of acquiring the Property, be invested in obligations without regard to yield restrictions for three years following the date of the Agreement. Thereafter, any money set aside to pay costs of acquiring the Property shall be invested in obligations that bear a yield that does not exceed the yield of the Agreement. Interest realized from the investment of any proceeds may be invested in obligations without regard to yield limitation for three years following the date of the Agreement. Thereafter, such unrestricted period of investment for such interest income will not exceed a one-year period beginning on the date of receipt of each amount of such interest income and, after a one-year period of investment, the yield resulting from reinvestment of such interest income will not exceed the yield of the Agreement.

6. Lease payments made by the County to the Lessor will correspond with the payment dates required by the Agreement. Except as described above, there are no separate funds or accounts established which could be used for payments by the County to Lessor and the County does not expect to establish any such fund during the term of the Agreement.

7. As used in this Certificate, the term “yield” refers to that discount rate which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation produces an amount equal to either (a) the issue price of the Agreement, or (b) the purchase price of the obligation. The computation of Yield of the Agreement is made on the basis of annual compounding using a 360-day year and upon the assumption that payments are made on the last day of each interest period. In the case of the Agreement, the purchase price is the issue price (within the meaning of Sections 1273 and 1274 of the Code), and reflects the price at which the Agreement was sold. The yield on the Agreement, as so calculated, is 4.052022%.

8. In accordance with Section 148(f)(4)(C) of the Code, the County covenants that it is a governmental unit with general taxing powers; that the Lease Purchase obligation is not a private activity bond as defined in Section 141 of the Code; that ninety-five percent (95%) or more of the net proceeds of the Lease-Purchase Obligation are to be used for local governmental activities of the County (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the County), and that the aggregate face amount of all tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code) issued by the County, including all subordinate entities of the County, during the calendar year in which this Lease-Purchase obligation is issued will not exceed \$5,000,000. In the event the County fails or ceases to meet the foregoing covenant, the County shall take or retain experts to take all actions with respect to rebate deposits and payments required by the Code and regulations promulgated thereunder. The County hereby establishes a Rebate Fund, containing a rebate account and an earnings account, to hold funds required to be rebated to the United States pursuant to the Code and regulations.

9. Other Matters

9.1 The Agreement is not and will not be part of a series of transactions that attempt to circumvent the provisions of Section 148 of the Code and the Regulations promulgated thereunder, as amended from time to time (a) enabling the County to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (b) overburdening the tax-exempt bond market.

9.2 The County does not now intend or have reasonable expectations to sell or otherwise dispose of the Property, in whole or in part, prior to the last payment due under the Agreement.

9.3 There are no other obligations of the County which are being issued at substantially the same time as the Agreement, are being sold pursuant to a common plan of financing together with the Agreement and will be paid out of substantially the same source of funds (or will have substantially the same claim to be paid out of substantially the same source of funds) as the Agreement.

9.4 The County has not been notified (and to the knowledge of the undersigned, no such notification is contemplated or threatened) of any listing of it by the Internal Revenue Service (the “IRS”) as an issuer whose certificates as to no arbitrage may not be relied upon.

9.5 The County represents that, to the best of its knowledge, the information contained on the Form 8038-G Information Return for Tax-Exempt Governmental Obligations (attached hereto as **Attachment 2** of this Certificate) signed by special tax counsel as paid preparer is true, complete and accurate, and the County covenants to execute and return the Form 8038-G on the date hereof.

9.6 The County will not cause the Agreement to be treated as a “federally guaranteed” obligation for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, Regulations or other official statements promulgated or proposed by the

Department of the Treasury or the IRS with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, the Agreement shall be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) 5 percent or more of the proceeds of the Agreement will be (1) used in making loans the payment of principal or interest with respect to which is to be guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (2) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

9.7 Other than (a) expenditures to be paid or reimbursed from sources other than the Agreement, (b) expenditures constituting “preliminary expenditures” within the meaning of Section 1.150-2(f)(2) of the Regulations, or (c) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Property have been paid by the Lessee prior to the date of execution and delivery of the Agreement.

9.8 The County will comply with all applicable provisions of the Code, and with all applicable provisions of any other tax laws, Regulations, published rulings and court decisions which relate to the exemption from federal income tax of interest under the Agreement. The covenants, requirements and limitations set forth in this Certificate are based upon the Code and Regulations as they exist on the date hereof. The Code or Regulations may be subsequently interpreted or modified in a manner which is inconsistent with the covenants set forth herein. The County agrees that any such subsequent modification or interpretation of the Code or Regulations will be deemed a requirement that must be met pursuant to the general tax covenant set forth herein.

On the basis of the foregoing facts, representations, estimates and circumstances, it is not expected that proceeds of the Agreement will be used in a manner that would cause the Agreement to be an “Arbitrage Bond” within the meaning of Section 148 of the Code, and the Regulations promulgated thereunder. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change such expectations.

9.9 This Certificate may be executed by electronic transmission and shall be regarded as an original.

IN WITNESS WHEREOF, I have hereto set my hand.

DATED: August 27, 2026.

**THE COUNTY OF SCOTTS BLUFF,
NEBRASKA**

By: _____
Chair



SALES AGREEMENT

2705 10th Street
Gering, NE 69341
(800) 898-6238

AGREEMENT DATE 07/27/2026
VALID UNTIL 08/31/2026
AGREEMENT ID QTO120018-4

Quoted To:

Scotts Bluff County
785 RUNDELL RD
GERING, NE 69341-3725
USA

Ship To:

Scotts Bluff County
785 RUNDELL RD
GERING, NE 69341-3725
USA

Invoice Account	Order Account	Customer PO	Delivery Method	Page
5934000	5934000			1 of 4
Salesperson	Phone Number	Email Address		
Tom C Thompson	3086415980	thomasthompson@nmccat.com		

Item Information

Machine Model: 320

Make: Caterpillar

Equipment ID: EQN236200

Serial Number: MYK51890

CONTINUED



SALES AGREEMENT

2 of 4

2705 10th Street
Gering, NE 69341
(800) 898-6238

AGREEMENT DATE 07/27/2026
VALID UNTIL 08/31/2026
AGREEMENT ID QTO120018-4

Model: 320

Machine Specification

Description

320 07H HEX AM-N CFG4
BKT HD 48" 1.56YD3 B
LINES, QC, R9'6" STICK
LINES, HP, R9'6" STICK
COUPLER, PIN GRABBER B1 W/PINS
WIPER, RADIAL W/LOWER
FLOORMAT, STD
SUN SCREEN, REAR
GUARD, TRAVEL MOTOR, HD
SUCTION LINE, PUMP, STD
CYLINDER, BKT, B1
STK, R9'6" HD W/THUMB BRACKET
QUICK DRAINS READY
SCREEN, RADIATOR
LINKAGE, BKT, B1 W/EYE GRADE
INTEGRATED RADIO, W/O DAB
TIP, PENETRATION PLUS ADVANSYS
HANDHOLDS, RAD COMPARTMENT
STARTING AID, ETHER
CONTROL, QC
TRACK, 31" TG
GUARD, TRACK GUIDE, SEGMENTED
FILM, EMC
JOYSTICKS, VERTICAL SLIDER
LINES, DRAIN, PG QC
NETWORK MANAGER, A6N1
FILM, STICK WARNING, ANSI
FILM, ROPS
LINES, QC, REACH BOOM
FILM, INTERIOR, ANSI
GUARD, BOTTOM, HD
STORAGE TRAY
LIGHTS, CAB, W/O 360
BOOM, REACH 18'8" HD
FILM, EXTERIOR, ANSI
LINES, HP, REACH BOOM
LIGHTS PKG, BOOM LH & RH
MIRROR, CAB, W/O OPG
CYLINDER, STICK
CAMERA, REAR & RH VIEW
PROD LINK, PLE643/PLE743 RADIO
JOYSTICK STEER + AUX RELAY PKG
GRADE SENSOR, R9'6" STICK
GRADE SENSOR, REACH BOOM
GRADE 2D ASSIST & PAYLOAD
HYDRAULIC PKG, COMB ADV
SIDECUTTERS, HEAVY DUTY
SERIALIZED TECHNICAL MEDIA KIT
STORAGE PROTECTION (EXPORT)
ROLL ON-ROLL OFF
STORAGE PROTECTION (EXPORT)
LANE 2 ORDER
320 07 EXCAVATOR ARRANGEMENT
COMMON ARRANGEMENT
FRAME, SWING, HD

CONTINUED



SALES AGREEMENT

3 of 4

2705 10th Street
Gering, NE 69341
(800) 898-6238

AGREEMENT DATE 07/27/2026
VALID UNTIL 08/31/2026
AGREEMENT ID QTO120018-4

COUNTERWEIGHT, 10,360LB
BEARING, SWING, HD
SWIVEL, W/SWING SENSOR
LINES, SWIVEL W/SWING SENSOR
SWING DRIVE
UNDERCARRIAGE, LONG HD
CYLINDER, BOOM
BOOM TUBE W/EOU
LINES, FRONT, STD
SENSOR, PRESSURE, EOU
CAB, DELUXE
LINES, AIR CONDITIONER
PEDAL, STRAIGHT TRAVEL
RECEIVER, BLUETOOTH
MONITOR, 10"
LIGHT, CHASSIS
TRAVEL, ALARM
MACHINE ECM
ALTERNATOR, 145A C4.4 ENGINE
BATTERIES, 2
GUARD, SWIVEL, STD
VALVE, FINE SWING
FILM, OPERATING PATTERN, 2WAY
LIGHT, BOOM LH
LIGHT, BOOM RH
RADIO MODULE, PL243 CELLULAR
WIRING, PRODUCT LINK ELITE
AUXILIARY RELAY
JOYSTICK STEER
VALVE, HYDRAULIC, TCS, HL
RETURN PIPE, TCS/TCS MP
CIRCUIT, COMBINED, ADV
LINES, MAKE UP, TCS

Sell Price of 320	260,000.00
Extended Warranty	Included
Document Fee	0.00
Net Balance Due	260,000.00
Sales Tax	0.00
After Tax Balance	260,000.00

Warranty

12 Mos New Machine w/Full Coverage

Extended Warranty: 6yr/3,000hr Premier

Notes

Sourcewell Pricing

Scotts Bluff County
Gering, Nebraska
Account # 138897

CONTINUED



SALES AGREEMENT

4 of 4

2705 10th Street
Gering, NE 69341
(800) 898-6238

AGREEMENT DATE 07/27/2026
VALID UNTIL 08/31/2026
AGREEMENT ID QTO120018-4

CVA

Customer Value Agreement

3 Yr / 3000 Hour

Additional Terms:

This Agreement is subject exclusively to the Sales and Service Terms for Caterpillar Products located at <https://nmccat.com/legal-terms/> which are incorporated by reference herein. NMC specifically rejects any terms and conditions contained in documents provided by Buyer (including, without limitation any purchase order) even if signed by NMC. Such documents shall be solely for internal administration by Buyer and have no legal effect upon NMC. ALL SALES ARE FINAL. All orders are subject to credit approval and review by NMC's Sales Management.

Please Note: NMC cannot guarantee availability of equipment. In addition, while NMC endeavors to provide accurate pricing, due to circumstances beyond its control, such pricing is considered an estimate only of the final price and may be subject to change as market, supply, or other circumstances require (including, without limitation, OEM pending steel surcharges and OEM tariffs) until such time as the product is shipped. Should the final price exceed the estimated price, customer shall have the option to terminate the order as its sole remedy.

Buyer's signature below signifies Buyer's agreement to these terms and constitutes Buyer's acknowledgment of the legally binding effect of this Agreement.

Nebraska Machinery Company

Customer Name: Scotts Bluff County

Tom Thompson
By: Tom Thompson
Date: 7-28-26

Steve BAIRD
By: Steve Baird
Date: 7-29-26

CERTIFICATE OF THE LESSOR

The undersigned, as an officer of Platte Valley Bank (the “**Lessor**”), hereby acknowledges the Lessor’s agreement to enter into a finance lease with Scotts Bluff County, Nebraska (the “**Lessee**”) which is evidenced by the \$265,306.13 Lease-Purchase Agreement (the “**Lease**”), issued and delivered on August 27, 2026 (the “**Dated Date**”).

The undersigned certifies on the Dated Date that:

1. The Lessor acknowledges receipt of the Lease on the Dated Date.
2. The Lessor has not and will not pay any commission, compensation or fee to any person or entity in connection with the Lease.
3. The Lessor has been offered copies of or full access to all documents relating to the Lease and all records, reports, financial statements and other information concerning the Lessee and pertinent to the source of payment for the Lease which the Lessor, as a reasonable investor, has requested and to which the Lessor, as a reasonable investor, would attach significance in making an investment decision. The Lessor has been afforded the opportunity to ask such questions of representatives of the Lessee as it has deemed necessary in making its investment decision. The Lessor understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Lease. The Lessor has conducted its own investigation and due diligence, has sought such advice as it has deemed necessary and has made its own inquiry and analysis with respect to the Lessee, the Lease and the security therefor. The Lessor has based its decision to make the Lease solely on its own investigation and due diligence, including, without limitation, the Lessor’s review of such documents, records, reports, financial statements and other information concerning the Lessee and discussions with representatives of the Lessee.
4. The Lessor is a bank and entered into the transaction evidenced by the Lease for its own account and investment, and the Lessor has the present intent to maintain its interest as Lessor under the Lease to maturity or earlier redemption or mandatory tender.
5. The Lessor represents that it has the requisite knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of this investment and that the undersigned is capable of bearing such risks.
6. The Lessor has been advised and has knowledge that the Lease has/have not been registered under the Securities Act of 1933, or the securities act of any other jurisdiction.

[The Remainder of this page intentionally left blank.]

PLATTE VALLEY BANK

By _____

Name: _____

Title: _____