

ADDENDUM TO RENTAL AGREEMENT
Between
Laramie County Government and Wyoming Machinery Company.

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Wyoming Machinery Company, 7819 Hutchins Dr, Cheyenne, Wyoming 82001 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the Rental Agreement R41917 which provides for rental of a compact wheel loader, attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement").

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide and complete the services described the Attachment A, which is attached hereto and fully incorporated herein.
- B. COUNTY shall pay CONTRACTOR in accordance with the provisions of Attachment A. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. MODIFICATIONS TO RENTAL AGREEMENT

- A. The lanaguage of the JURISDICTION section is modified as follows: "Any litigation under the Agreement shall be brought and mainted in the appropriate courts in Laramie County, Wyoming, and the parties consent to personal jurisdiction in the State of Wyoming..."
- B. The remaining modifications to the rental agreement appear directly on the agreement itself.

V. ADDITIONAL PROVISIONS

1. Entire Agreement: The Rental Agreement (3 pages) and the Addendum (4 pages) represents the entire and integrated agreement and understanding between the parties in regard to

the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

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

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

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

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

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

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

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

9. **Limitation on Payment:** COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for

which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

10. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

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

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ADDENDUM TO RENTAL AGREEMENT
Between
Laramie County Government and Wyoming Machinery Company

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

WYOMING MACHINERY COMPANY

By:  _____ Date 11.30.2022
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 12.5.2022
Laramie County Attorney's Office



7819 HUTCHINS DR
 CHEYENNE, WY 82001
 PHONE: 307-638-7900

LARAMIE COUNTY EVENTS
 3801 ARCHER PKWY
 CHEYENNE, WY 82009

Rental Agreement Agreement R41917

ACCT#: 002316

PO #: ENTER PO# HERE
 ORDERED BY: DAN ANGE

JOBSITE INFO: LARAMIE COUNTY
 LARAMIE COUNTY FAIR BOARD
 LARAMIE COUNTY

CONTACT NAME: DAN ANGE
 CONTACT PHONE:

DATE OUT: 09/01/2022 Thu 08:00 AM
 EST. DATE IN: 09/29/2022 Thu 08:00 AM
 DELIVERY DATE: 09/01/2022 Thu 08:00 AM

SALES REP: TUCKER STOVER(G-1-TYS)
 WRITTEN BY: DARLA STORKAMP

QTY	DESCRIPTION	DAY	WEEK	4WEEK
1	COMPACT WHEEL LOADER - 906 ID:H665185 S/N:0H6605185 MK:AA MDL:906M MDL:906M YR:202 HRS OUT: 91.0 HRS ALLOWED: 8/44/176 Equipment Replacement Value: \$114,000.00 . OVERTIME BILLED @ \$19 PER HR. TIREWEAR BILLED @ \$33.75 PER 32ND. . THIS STARTED AS A DEMO AND WAS CHANGED TO A RENTAL AS OF 9/1/22. . **CUSTOMER TO PROVIDE PHYSICAL DAMAGE INSURANCE LISTING WYOMING MACHINERY COMPANY AS LOSS PAYEE**	\$268.00	\$1,076.00	\$2,635.50

Miscellaneous Items

1	DMG WAIVER PREM County 0.5% Total Tax: 0.5%		.00 each	
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THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Lessee shall pay the above rental rate for the lease of the equipment specified herein (the "Equipment"). The first payment shall be due within 30 days of the delivery date specified above in accordance with the invoice terms, and Lessee shall pay subsequent rental payments and additional charges within 30 days of each renewal period pursuant to Lessor's invoices setting forth such payments and charges.

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

Delivery: Custody and risk of loss to the Equipment shall transfer from Lessor to Lessee when Lessor delivers the Equipment to Lessee or its designee at the delivery location set forth above, or if no delivery location is indicated herein, at the location agreed to by the parties.

Rental Period: The rental period shall begin at the time when the Equipment is loaded at the shipping point for shipment to Lessee and shall cease when the Equipment is received at Lessor's place of business, as authorized. This Agreement and all of its terms shall extend beyond the term if the Lessee holds the machine over the specified term of the Agreement. AFTER FIFTEEN BILLING CYCLES HERUNDER, LESSOR HAS THE DISCRETION TO REPLACE THE EQUIPMENT WITH SUBSTITUTE EQUIPMENT OF THE SAME OR SIMILAR CAPABILITIES.

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

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

Lessee's Responsibilities in regards to Repairs/Maintenance: Lessee agrees to keep the Equipment in good order and repair at its own expense, except for major mechanical repairs as described above. If as of the end of the guaranteed rental period and any extension thereof, the Equipment has been lost, destroyed, or rendered unfit for service, or not returned for any reason, Lessee shall pay Lessor the replacement value thereof, together with interest thereon at Lessor's current account rate, from that date until such sum is paid in full. Lessee shall not make any modifications to any of the Equipment without written permission of Lessor. Lessee shall be responsible for normal operating repairs and appropriate fluid and filter replacements as recommended by manufacturer's guidelines. Cylinder head breakage is the sole responsibility of Lessee. Lessee will be responsible for any damages/repairs caused by Lessee's abuse of emissions related components. Examples of this abuse are as follows, but not limited to; DEF quality, Low DEF level, Contaminated DEF, Contaminated fuel, machine operated with the DPF regeneration switch in the inhibit position for extended periods of time. Lessee shall pay for all fuel and oil used during the term of this Agreement and shall maintain proper oil and coolant levels at all times. Lessee shall provide the requested oil samples to Lessor. Lessee shall notify Lessor before any field repairs are done to the equipment, and failure to do so notify will result in Lessee being responsible for all cost of repairs and all related repairs. Lessee shall not, and shall not authorize a third party to, perform any major mechanical repairs on the Equipment. AFTER FIFTEEN BILLING CYCLES, ALL COST ASSOCIATED WITH REPAIRS AND MAINTENANCE ARE THE SOLE RESPONSIBILITY OF LESSEE. Wyoming Machinery Company, or an authorized representative must perform all major mechanical repairs.

Rental Term: The term of this Agreement shall include the guaranteed rental term specified on the first page hereof and this Agreement shall automatically renew for additional [28-day] periods unless either party gives at least 28 days' notice of nonrenewal prior to the end of the initial term or the then-current renewal period, as applicable (such term, and all additional time spent in transporting the Equipment to or from Lessee, and any additional time required for Lessor to regain full possession or control of, make repairs to, or discharge liens or encumbrances upon the Equipment, the "Rental Term"). Lessor may adjust the rental rate during any renewal period to Lessor's then-current standard published rate periods unless either party gives at least 28 days' notice of nonrenewal prior to the end of the initial term or the then-current renewal period, as applicable (such term, and all additional time spent in transporting the Equipment to or from Lessee, and any additional time required for Lessor to regain full possession or control of, make repairs to, or discharge liens or encumbrances upon the Equipment, the "Rental Term"). Lessor may adjust the rental rate during any renewal period to Lessor's then-current standard published rate.

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

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

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

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

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

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

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

notice to Lessee, terminate this Agreement without liability and require Lessee to immediately return the Equipment.

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

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

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

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

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

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

Sublease: Lessee shall not enter into any sublease of the Equipment or any part thereof without Lessor's prior consent, except that Lessee may sublease the Equipment or a part thereof without Lessor's prior consent if (a) the sub-lessee is engaged in a business substantially similar to the business of Lessee, (b) the term of the sublease does not extend beyond the guaranteed rental term provided herein, (c) the rights of any sub-lessee are subject and subordinate to all the terms of this Agreement, (d) the terms of such sublease do not permit any sub-lessee to take any action not permitted to be taken by Lessee in this Agreement, and (e) the sublease provides that the sub-lessee undertake the same indemnification and insurance obligations contained in this Agreement in favor of Lessor and Lessor's Group. Regardless of any sublease, Lessee shall remain liable under this Agreement for the performance of all of the terms of this Agreement to the same extent as if such sublease had not occurred. Any attempted sublease in violation of this Agreement shall be void.

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

Notices: All notices and other communications required or permitted to be given under this Agreement shall be (a) in writing, (b) delivered in person or by electronic mail, overnight courier, or certified mail, postage prepaid, return receipt requested, to the receiving party at the address shown on the first page hereof, or to such other address as such party may have given to the other by notice pursuant to this section, and (c) deemed received on the date of delivery or refusal, as applicable.

Right to Purchase: At any time during the Rental Term, Lessee may elect to purchase the Equipment as provided for in this paragraph on an as-is/where-is basis (the "Purchase Right"), and Lessor and Lessee shall use commercially reasonable efforts to consummate the sale of the Equipment within 10 days after Lessee's notice to Lessor of its determination to exercise the Purchase Right. The purchase price of the Equipment will be the replacement value of the Equipment as set forth on the first page hereof plus the value of any repairs made by Lessor that have not been reimbursed by Lessee (such value determined in Lessor's sole discretion). If purchase right is exercised within the first six periods of the rental agreement, 100% of the aggregate rental payments paid hereunder through the time of Lessee's exercise of the Purchase Right (not including charges not specifically included in the rental payments, such as mobile machinery tax, insurance, and delivery charges) shall be deducted from the purchase price. If purchase right is exercised on period 7 of the rental agreement or after, 80% of the aggregate rental payments will be deducted from the purchase price, retroactive from the original agreement start date. If Lessee exercises the Purchase Right, (a) Lessor may assign its rights to sell the Equipment and, if applicable, to purchase any trade-in property agreed to by the Parties, to Wyoming Machinery Exchange, LLC, and (b) Lessee shall be responsible for any sales tax and unpaid rental and related charges until the date of such exercise. Upon the consummation of the sale of the Equipment as provided for herein, this Agreement shall automatically terminate.

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

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

This lease agreement number cannot be terminated during the guaranteed term of this lease without Lessor's approval. Lessee authorizes Lessor to file a UCC financing statement without the signature of Lessee.

Lessee Name: DAN ANGE
Title: _____
Date: _____
Signature: _____

Lessor: **WYOMING MACHINERY COMPANY**
By: **James C. Thorpen**
Title: **Vice President - Finance**
Date: _____
Signature: _____