

Butte County Equipment

11363 US Hwy 212
Belle Fourche, SD 57717
Phone: 605-892-2230
Fax: 605-892-2245

**Vermeer****Lindskov Implement**

2100 West Hwy 12 • PO Box 760
Mobridge, SD 57601
Phone: 605-845-2201
Fax: 605-845-2801
www.lindskovimp.com

Automotive Co., Inc.

112 Main Street • PO Box 56
Isabel, SD 57633
Phone: 605-466-2112
Fax: 605-466-2110

INVOICE

Name of

Purchaser City of Deadwood

(Print or Type)

Date July 17, , 20 26Address 102 Sherman Street Deadwood SD 57732☒ New ☐ Used As Follows:

Make Kubota	Model SSV65HFRC	Color	Type Skid Steer	Year 2026
Serial No. KBCZ131CTSG128453				
New Kubota SSV65HFRC Skid Steer				\$49,750.00
2- Year Extended Warranty				\$2,400.00
Trade In 2019 Kubota SSV65HFRC 1200 Hrs.				\$26,000.00
Total				\$26,150.00
Tax				
Total Cash Delivered Price				
Down Payment			Total Credits	
			Balance Due	
			Amount of Contract	\$26,150.00

Contract To Be Paid To

In

Installments of \$

Each and

One Installment of \$

First Installment Due

This order comprises the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I further certify that I am 21 years of age or older, and hereby acknowledge receipt of a copy of this order. I FURTHER CERTIFY THAT THE ABOVE PROPERTY IS NOT SUBJECT TO ANY MORTGAGES OR LIENS EXCEPT AS FOLLOWS:

Signed _____ Purchaser

Address 102 Sherman StreetDeadwood SD 57732Phone 605-578-3082Email jessicca@cityofdeadwood.com

Salesman



KUBOTA CREDIT CORPORATION, U.S.A.

Kubota Credit Corporation, U.S.A.

Electronic Signatures and Records Agreement

COMMERCIAL AND AGRICULTURAL USE ONLY

Account Number: 132327172

This Electronic Signatures and Records Agreement (this "Agreement") governs and relates to any relationship between Kubota Credit Corporation, U.S.A. ("Kubota"), on the one hand, and CITY OF DEADWOOD ("Customer"), on the other. The relationship contemplated by this Agreement includes, without limitation, any purchase or lease of products and services, and application for financing or leasing. Kubota and Customer acknowledge and agree that this Agreement relates to a transaction made for Customer's commercial or agricultural, and not for personal or household, purposes.

1. Use of Electronic Signatures and Records.

- a. **Electronic Signatures.** To the extent that any aspect of a transaction between Kubota and Customer, including an application or an agreement between Kubota and Customer or its exhibits, requires any party to "execute" or "sign" the agreement or any other document, notice, agreement or authorization (each, a "Document") in order for such Document to be effective, or describes any similar signature or execution requirement using words of like import, such signature or execution shall be deemed to include electronic signatures as that term is defined in the Electronic Signatures In Global and National Commerce Act ("ESIGN Act"), 15 USC § 7001, et seq. (each, an "Electronic Signature"), to the extent that Kubota has approved the use of Electronic Signatures for such Document. Each such Electronic Signature shall be of the same legal effect, validity and enforceability as a manually executed signature to the extent and as provided for in the ESIGN Act or any applicable law.
- b. **Electronic Records.** To the extent that any aspect of a transaction between Kubota and Customer, including an application or an agreement between Kubota and Customer or its exhibits, requires any party to provide any Document in "writing" for such Document to be effective, or describes any similar writing requirement using words of like import, such requirement shall be deemed to include authorization for the use of electronic records, as that term is defined in the ESIGN Act ("Electronic Records"), but only to the extent that Kubota has approved the use of Electronic Records for such Document. Each such Electronic Record shall be of the same legal effect, validity or enforceability as a physical copy to the extent and as provided for in the ESIGN Act or any applicable law.
- c. **Kubota's Right To Approve Electronic Formats and Processes.** Notwithstanding any of the foregoing, the provisions of this Section 1 do not apply unless Kubota has both approved the use of Electronic Signatures on a particular Document and also approved the form and format of such Electronic Signatures. The parties agree that Kubota shall have the exclusive right to determine the acceptable and effective form and format of any Electronic Signatures and Electronic Records, and the appropriate means and procedure for electronic presentation and signing of any Document. Any form or format of Electronic Signature, Electronic Record or means of electronic presentation or signing not approved by Kubota shall be ineffective.

2. Electronic Delivery and Notices.

- a. **Electronic Delivery.** To the extent that any aspect of a transaction between Kubota and Customer, including an application or an agreement between Kubota and



Customer or its exhibits, imposes an obligation on any party hereto to provide "notice" or "notification" or to "deliver" any Document to a party hereto, or describes any similar obligation using words of like import, such notice, notification or delivery shall be deemed to include delivery by electronic means. The delivery of such Documents in accordance with Section 2 of this Agreement shall be of the same legal effect, validity or enforceability as a physical delivery. Notwithstanding any of the foregoing, this Section 2 does not apply unless Kubota has both agreed to use of electronic delivery for a particular Document and has also approved the process for such electronic delivery.

- b. **Notice.** In substitution for any notice provisions in any application or agreement between Kubota and Customer and subject to the provisions of Section 1 of this Agreement:
 - i. **Kubota.** Kubota may designate an electronic mail ("email") address to which Customer may send Documents or notice that Documents are available for review or signature at another location. Delivery to Kubota via email shall not be effective unless delivered to an email address expressly designated by Kubota for the receipt of such email. Such designation may be in writing or in an Electronic Record, and may itself be delivered by email.
 - ii. **Customer.** Customer may designate an email address to which Kubota may send Documents or notice that Documents are available for review or signature at another location. Delivery to Customer via email shall not be effective unless delivered to an email address expressly designated by Customer for the receipt of such email. Such designation may be in writing or in an Electronic Record, and may itself be delivered by email.

- 3. **Time of Delivery.** Any Documents sent to a party under the terms of Section 2 will be deemed effectively delivered to the receiving party on the date on which the email is transmitted, unless the sending party receives actual notice that the email was not delivered.

4. **Address Changes.**

Kubota and Customer agree to notify the other party immediately in the event of a change to a designated email address.

Acknowledged and Agreed: CITY OF DEADWOOD

By: _____

Name: CHARLIE STRUBLE-MOOK

Title: MAYOR, CITY OF DEADWOOD.

Date:

(additional signatures follow)



KUBOTA CREDIT CORPORATION, U.S.A.

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:



KUBOTA CREDIT CORPORATION, U.S.A.
1000 Kubota Drive, Grapevine, Texas 76051
(888-465-8268)

Lease # 132327172

LEASE AGREEMENT MUNICIPAL

Original Lessor (the "Original Lessor" or "Dealer") Lessee (the "Lessee")

Original Lessor/Dealer Name: BUTTE COUNTY EQUIPMENT		Lessee Legal Name: City of Deadwood	
Address: 11363 US HWY 212 BELLE FOURCHE SD 57717		Billing Address: 102 Sherman St Deadwood SD 57732-1309	
Phone Number: (605) 892-2230	Fax Number:	Phone Number: 605-920-3954	Fax Number:
Email Address:		Email Address: jessicca@cityofdeadwood.com	

The Lessee hereby leases the equipment and other property described below, together with all replacements, repairs and additions, if any (the "Equipment") from the Lessor (as that term is defined below) for the entire term of 48 months, commencing on the Effective Date (defined below) and expiring on 07/17/2030 or such later date if extended pursuant to Section 14(a) (the "Term" or "Lease Term"), and promises to pay the rent payments ("Rent") and other amounts (together with the Rent, the "Payments"), all pursuant and subject to the terms of this Lease Agreement, as detailed on this page and the other pages that follow (this "Lease").

Equipment Description (each listed item of Equipment, an "Item")

☐ See attached Schedule A for additional equipment

Make	Model	Description w/attachments	S/N	Hours at Inception	Excess Use Charge (per hour)	Equipment Cost
KUBOTA	SSV65HFRC	SSL H&F AC CAB/HYD QC/H	KBCZ131CTSG28453	4	\$ 30.21	\$ 49,750.00
					\$	\$
					\$	\$
					\$	\$

☐ Standard Payments:* Payments (including Rent \$ _____, and estimated Use Tax \$ _____) of \$ _____ each month; payable, in _____, on the _____ day of each of the _____ months during the Term (each, a "Payment Date"). First Payment Date: _____ Last Payment Date: _____	☒ Non-Monthly Payments:* 4 Payments (including Rent \$ 7,251.38, and estimated Use Tax \$ 0.00) of \$ 7,251.38 each 12 month period; payable, in Advance on the 17th day of each of the 12 month periods during the Term (each, a "Payment Date"). First Payment Date: 07/17/2026 Last Payment Date: 07/17/2029	☐ Other Non-Standard Payments:* (See attached Schedule B) Payments (including Rent and estimated Use Tax), payable in _____ in the amounts and on each of the specified payment dates during the Term (each, a "Payment Date"); all as detailed on Schedule B (attached to and a part of this Lease). First Payment Date: _____ Last Payment Date: _____	Sales Tax: \$ 0.00 (Payable by lump sum with the Rent on the First Payment Date); or \$ 0.00 (Included in Capitalized Cost). Financed Premium: \$ NA (Included in Capitalized Cost). Financed Fees and Charges: \$ 310.00 (Included in Capitalized Cost).
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* The Payment terms referenced above contemplate, as indicated by an "X" in the applicable column, either (a) standard consecutive monthly payment terms ("Standard Payments"), (b) consecutive three (3), six (6) or twelve (12) month payment terms ("Non-Monthly Payments") or (c) other non-standard payment terms ("Non-Standard Payments").

Net Capitalized Amount: The "Net Capitalized Amount", where referenced in this Lease, shall be, with respect to all of the Equipment leased hereunder, \$26,460.00; which amount is calculated as (a) the sum of (i) the aggregate Equipment Cost for all of such Equipment, plus (ii) the aggregate of all of the financed Taxes, Financed Premiums, Financed Fees and Charges and such other fees, charges or amounts payable in connection with the Equipment or this Lease, and financed at Lessee's election (\$52,460.00; the "Capitalized Cost"), less (b) the aggregate amount of any and all trade-in allowances, down payments or other amounts received from or credited to Lessee in connection with the Equipment or this Lease (\$26,000.00; the "Capitalized Cost Reduction").

Excess Use Amount: For the purposes of calculating the "Excess Use Amount", if payable under Section 12, the "Excess Use Charge" is the per hour charge referenced above, and the "Annual Hours Limit" for each Item of Equipment is 300.

Purchase Option: If applicable under Section 14, the "Purchase Option Price" shall be: \$ 101.00.

Taxes: Lessee agrees to reimburse Lessor for any sales taxes paid by Lessor to acquire the Equipment in the amount referenced above as "Sales Tax". Such Sales Tax reimbursement shall be paid by Lessee either (as indicated above) (a) by Lessor's including such amount, plus interest, in the calculation of Capitalized Cost and Rent; or (b) by Lessee's paying such amount to Lessor together with the Rent on the First Payment Date. Lessee will remit to Lessor, together with the Rent on each Payment Date, the amount referenced above as "Use Taxes" (subject to adjustment to reflect changes in the related tax rates), to be applied by Lessor to pay any use taxes or similar taxes required to be paid to any taxing authority with respect to this Lease pursuant to applicable state law. Property tax will be billed annually and is due on invoice. Lessee shall be responsible for the payment of all Sales Taxes, Use Taxes, property taxes and other Taxes under Section 10.



KUBOTA CREDIT CORPORATION, U.S.A.
1000 Kubota Drive, Grapevine, Texas 76051
(888-465-8268)

Lease # 132327172

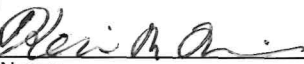
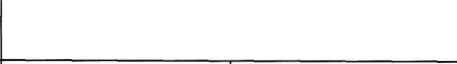
Financed Premium: If Lessee elects to have Lessor obtain physical damage insurance covering the Equipment and reimburse Lessor for the related cost under Section 9, Lessor may require that the reimbursement be paid, together with interest, by including the amount referenced above (if any) as "Financed Premium" in the calculation of Capitalized Cost and Rent.

Financed Fees and Charges: Lessee agrees to reimburse Lessor for any charges or fees paid by Lessor to Dealer or any governmental authority on Lessee's behalf in connection with the lease or purchase of the Equipment, implementation costs, installation costs, labor or other service charges ("Dealer Charges"), and for any filing or titling fees or costs ("Governmental Fees"). Lessee also agrees to pay to Lessor an administrative fee ("Administrative Fee") to cover the credit, documentation and administrative costs incurred by Lessor relating to this Lease. Lessor may require that Lessee pay any such Dealer Charges, Governmental Fees and/or Administrative Fees, together with interest, by including the amounts referenced above as "Financed Fees and Charges" in the calculation of Capitalized Cost and Rent.

BY EXECUTING THIS LEASE AGREEMENT BELOW, LESSEE AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS ON EACH PAGE OF THIS LEASE.

Original Lessor/Dealer

Lessee

Dealer Name: BUTTE COUNTY EQUIPMENT		Legal Name: City of Deadwood	
Signature: 		Signature: 	
Date: <u>7/19/26</u>		Date:	
Name: <u>Kevin A. Pereira</u>	Title: <u>Salesperson</u>	Name: Charlie Struble-Mook	Title: Mayor, City of Deadwood
Federal Tax ID#: 466000091			

Lessee Acceptance

The Equipment has been received, is in good working order and is satisfactory and acceptable, as more particularly provided below.

Signature:	Title:	Name:	Date:
	Mayor, City of Deadwood.	Charlie Struble-Mook	

ORIGINAL LESSOR'S ASSIGNMENT TO ASSIGNEE

For value received, and effective as of the date set forth below (the "Effective Date"), Original Lessor hereby sells, assigns and transfers to Kubota Credit Corporation, U.S.A. ("Assignee"), all of Original Lessor's right, title and interest in and to the Lease (including all related payments and other rights as Lessor), together with all of Lessor's right, title and interest in and to the Equipment described above (the "Assignment"). This Assignment shall be (as applicable): ☒ without recourse or ☐ with full recourse; the implications of such designations and other terms and conditions applicable to this Assignment are, solely as between Original Lessor and Assignee, set forth in the Retail Finance Agreement executed between Original Lessor and Assignee (the "RFA"). Without limiting the other provisions of the RFA, Original Lessor hereby represents and warrants to Assignee that: (a) the signatures of Original Lessor and its employees, and of the Lessee, affixed to the Lease are genuine, authorized and not fraudulent, and further, such individuals and/or business entities have the capacity and/or authority to enter into the Lease; and (b) to the best knowledge of Original Lessor (after due inquiry), the individuals or business entities signing the Lease will be the primary users of the Equipment. None of Dealer's obligations, responsibilities, duties or other liabilities (whether pursuant to any warranties or otherwise) relating to the Equipment are being conveyed to Assignee, and are expressly retained by Dealer.

Authorized Signature:		Effective Date:	
Name: Charlie Struble-Mook		Title: Mayor, City of Deadwood.	
Original Lessor's Legal Name: BUTTE COUNTY EQUIPMENT			



KUBOTA CREDIT CORPORATION, U.S.A.
1000 Kubota Drive, Grapevine, Texas 76051
(888-465-8268)

Lease # 132327172

LESSEE ACKNOWLEDGMENT

Lessee acknowledges the Assignment by Original Lessor to Assignee, and agrees, as of and after the Effective Date specified above, as follows:
(a) Lessee waives, and agrees not to assert against Assignee, any claim, defense, setoff, reduction, dispute, recoupment, counterclaim or other abatement of any kind or for any reason whatsoever which Lessee may have against Dealer or Original Lessor or any manufacturer or other Supplier of any Item of the Equipment; (b) all references in the Lease to "Lessor" shall mean Assignee for all purposes of the Lease, and Assignee will have all of the rights of Lessor under the Lease; (c) neither Dealer nor Original Lessor will have any rights or interests under or relating to the Lease or the Equipment; and (d) Lessee will comply with Section 4 and any other provisions of the Lease relating to the Assignment.

Authorized Signature:

Date:

Name: Charlie Struble-Mook

Title: Mayor, City of Deadwood.

BY SIGNING THIS LEASE, LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS ON ALL PAGES OF THIS LEASE.

Terms and Conditions Follow



KUBOTA CREDIT CORPORATION, U.S.A.
1000 Kubota Drive, Grapevine, Texas 76051
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Lease # 132327172

TERMS AND CONDITIONS

1. Lease. By entering into this Lease, Lessor leases to Lessee and Lessee leases from Lessor the Equipment, for the Term, Payments and subject to the terms and conditions of this Lease, as provided above and as further provided below. Any capitalized terms are defined above, or in the provisions below. **ONCE LESSOR ACCEPTS THIS LEASE, LESSEE MAY NOT CANCEL OR TERMINATE IT EXCEPT AS SET FORTH IN SECTION 25.**

2. Delivery and Acceptance: Lessee acknowledges and warrants to Lessor that Lessee's execution and delivery to Lessor of this Lease evidences that the Equipment: (a) has been received, inspected and determined to be in good working order and condition, fit for Lessee's purposes and in compliance with this Lease; and (b) is hereby unconditionally and irrevocably accepted under, and for all purposes of, this Lease.

3. Term and Payments. Except as set forth in Section 25: (a) the Term of this Lease shall commence on the Effective Date, and continue uninterrupted during the Term, and may not be earlier cancelled or terminated except as expressly provided below; (b) Lessee agrees to pay Lessor the full amount of every Payment and all other amounts payable under this Lease, without reduction or excuse, as and when it is due, and each Payment payable during the Term will be due on the applicable Payment Date, as set forth on the first page of this Lease, whether or not Lessee receives an invoice from Lessor; and (c) each Payment more than 10 days past due shall be subject to a late charge of the greater of 5% of the amount past due or \$25 (but not to exceed the maximum amount permitted by law), and in the event any check or other form of payment made by Lessee is returned, Lessee agrees to compensate Lessor for all associated costs by paying Lessor the lesser of \$30 or the maximum amount permitted by law. Such amount shall, as specified by Lessor, be paid on demand or be added to the Payments payable hereunder and Lessee promises to pay the resulting increase in the Payments, except as set forth in Section 25.

4. Net Lease; No Abatements. This Lease is a net lease. Except as set forth in Sections 14 and 25, Lessee's obligation to make Payments and pay and perform its other obligations under this Lease is absolute, irrevocable and unconditional and shall not be subject to any right of setoff, counterclaim, deduction, defense or other right Lessee may have (an "abatement") against Lessor, Original Lessor, Dealer, manufacturer, vendor or other supplier of the Equipment (including while any Equipment is being repaired or otherwise unavailable), or any other party, all of which Lessee waives as against Lessor. Except as set forth in Section 25, Lessee may not terminate this Lease prior to the end of the Term.

5. Disclaimer of Warranties. EACH ITEM OF EQUIPMENT LEASED UNDER THIS LEASE IS BEING LEASED "AS IS, WHERE IS"; AND LESSOR SHALL NOT BE DEEMED TO HAVE MADE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER WHATSOEVER; AND LESSEE HEREBY WAIVES ANY CLAIMS ARISING OUT OF ANY OF THE SAME, TOGETHER WITH ALL RIGHTS AND REMEDIES OTHERWISE AVAILABLE TO LESSEE PURSUANT TO UCC SECTION 2A-508 AND SECTION 2A-517 THROUGH AND INCLUDING SECTION 2A-522. If the Equipment is covered by warranties or other similar promises by the Dealer, manufacturer, vendor or other supplier (the "Supplier") for the benefit of Lessor, such warranties or promises shall be extended to the Lessee if automatically assignable (any of the same, "Warranties").

6. True Lease / Title and Security Interest. Lessee acknowledges and agrees that: (a) Lessor will have title to the Equipment, and this Lease is a true "lease", and a "finance lease", as those terms are defined in Article 2A of the applicable Uniform Commercial Code ("UCC"); (b) Lessee requested that Lessor acquire the Equipment from the Supplier so that Lessor could lease the Equipment to Lessee under this Lease as agreed by Lessee pursuant to Section 5. Lessor has disclaimed all related warranties, and Lessee will, instead, rely on any Warranties by the Supplier of such Equipment; (c) Lessee authorizes Lessor to prepare and file against Lessee a financing statement describing the Equipment and ratifies and approves any financing statement covering the Equipment that has been filed by Lessor on or prior to the Effective Date; and (d) although the parties intend this Lease to be a true lease, if this Lease is deemed at any time to create a security interest in the Equipment, then Lessee hereby grants Lessor a security interest in the Equipment as collateral to secure payment of all of Lessee's present and future obligations owed to Lessor under this Lease or any

other lease or financing agreement with Lessor, and Lessor shall be entitled to all rights and remedies of a secured party under the UCC.

7. Use, Maintenance, Etc. At its own cost, Lessee will: (a) keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted, and maintain it and repair any damage, each in accordance with the recommended practices and procedures of the manufacturer of the Equipment, including, as applicable, the recommended maintenance and service schedule(s) per the owner's manual and/or any maintenance agreement entered into between Dealer and Lessee, as applicable; (b) operate the Equipment in a careful manner and in compliance with all laws and regulations; (c) not modify, damage, abuse or misuse the Equipment, or sell, sub-lease, rent, abandon, transfer, or otherwise assign or dispose of any interest in the Equipment or this Lease; (d) keep the Equipment free of all liens, Taxes, encumbrances and seizure or levy; (e) not change the location of the Equipment without Lessor's advance written consent, and properly store it when not in use; and (f) restrict the Equipment's use to experienced and competent operators employed by Lessee, and only in the conduct of Lessee's business.

8. Risk of Loss. Lessee is responsible for any loss of or damage to the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until the time it is returned to Lessor. In the event of the theft, destruction or other total loss with respect to any Item of Equipment (a "Casualty"), this Lease shall terminate with respect to such Item and Lessee shall immediately pay to Lessor, in full, as compensation for Lessor's loss of that Item, the sum of: (a) any Payments then due and unpaid (including accrued interest), plus (b) the Acceleration Amount, plus (c) any related sales and other Taxes, costs, fees or other expenses, all as reasonably determined by Lessor, and any other amounts as may be due and owing under this Lease. The "Acceleration Amount" means an amount equal to the aggregate amount of the remaining Payments during the Term, plus the anticipated residual value related to such Item (as determined by Lessor prior to entering into this Lease, and assuming that it is in the condition required upon return at the expiration of the Term), each discounted to present value at the Discount Rate. The "Discount Rate" means that certain discount rate that reflects the interest component, if any, used by Lessor when calculating the Payments and other economic terms when entering into this Lease (which discount rate may be zero if the Payments and other economic terms were not calculated by Lessor to include interest). If this Lease covers two or more Items, the amount of any Payments payable for an Item will be proportionate to the Net Capitalized Amount of that Item, compared to the Net Capitalized Amount of all of the Items leased under this Lease, in each case, as specified above. After a Casualty to one or more Items, and payment in full to Lessor of the amounts required by this Section 8, Lessor will recalculate the remaining Payments to reflect the payment of the Acceleration Amount. If Lessor determines that an Item can be economically repaired, Lessee must restore it to its original condition, at its expense, and if so restored and so long as no Default is then existing, Lessor shall remit to Lessee any insurance proceeds received by Lessor (net of any costs) in connection with such damage.

9. Insurance. Lessee shall purchase and maintain, at its expense, (a) standard all-risk type property damage insurance having a minimum coverage amount equal to the Equipment Cost for each Item of Equipment with a maximum deductible equal to \$1,000, naming Lessor as loss payee, and (b) liability coverage in an amount of at least One Million Dollars (\$1,000,000) naming Lessor as additional insured, against the risk of personal injury and physical damage arising out of or resulting from or because of the operation of the Equipment. The required coverages must be in a form and from an insurer satisfactory to Lessor, and Lessee shall keep such insurance in effect until it has fully paid and performed all of its obligations under this Lease. Lessee shall deliver evidence of such a paid-up policy or furnish other evidence of insurance satisfactory to Lessor as of the date of this Lease. It is understood that Lessor may, but shall not be obligated to, purchase or otherwise provide such insurance, in which case Lessee shall reimburse Lessor for the cost thereof, together with interest thereon at the rate of 5% per month or the maximum amount permitted by law from the date such insurance was purchased or provided by Lessor until paid. Such reimbursement amount and the interest thereon shall, as specified by Lessor, either be paid on demand or be added to the Payments, and Lessee promises to pay the resulting increase in the Payments. Except as may otherwise be separately agreed, Lessor shall not have any responsibility to Lessee for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which Lessee may be entitled



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or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Lessor or any insurance premium was included in the Payments. In no event shall any interest charge under this Lease exceed the maximum amount allowed by law. Lessee acknowledges that Lessor may make a profit on insurance purchased by Lessor.

10. Taxes. Lessee will pay all license and registration fees and all sales, use, excise, personal property and all other taxes and charges relating to the ownership, leasing, rental, sales, purchase, possession or use of the Equipment (collectively, "Taxes"). Lessor may agree to collect and remit to the taxing authorities certain Taxes (if specified above), and in that event, Lessee will promptly pay any such Taxes upon receiving Lessor's invoice, or if Lessee fails to pay any Taxes when due, Lessor may pay the Taxes, and Lessee will reimburse Lessor, upon demand, as an additional Payment, the amount paid by Lessor, together with interest at the Late Payment Rate (as defined below), from the date due until fully paid. Lessor may charge Lessee a fee for collecting and administering any such Taxes on Lessee's behalf and remitting them to the appropriate authorities.

11. Indemnity. Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by it or any other person relating to the Equipment or this Lease, including by way of example, if arising from the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operations, use, return or disposition of the Equipment. To the extent permitted by applicable state law and subject to Section 25, Lessee agrees to defend, indemnify and hold harmless against, or pay or reimburse upon demand, Lessor and any of its assignees with respect to all related claims for losses, damages, penalties, harms, injuries or expenses ("Claims"). Lessee's obligations under this Section 11 for Claims arising during the Term shall continue even after the Lease has been canceled, terminated or expired.

12. Return. Upon the expiration, cancellation or termination of this Lease, Lessee shall return the Equipment to Lessor at Lessor's place of business, or such other place as is designated by Lessor, in the same condition as when delivered, ordinary wear and tear excepted, and in the condition required by Section 7 of this Lease, free of any lien, encumbrance or security interest claimed by any person, all at Lessee's sole cost and expense. Equipment shall be returned by Lessee with matching original manufacturer tires or tracks at 50% or more remaining life with no flat spots, chunking, broken side walls, visible steel cords or excessive cuts or damage. All electrical, mechanical, safety and emission control equipment shall be in proper working order and no malfunction indicator lights shall be illuminated. There shall be no frame damage, no engine smoking, no vibrations or leaks, hydraulics shall be 100% operational, booms straight and any pumps, motors, valves or cylinders should be in good operating condition. The exterior of the Equipment shall be in good condition with no dents larger than two (2) inches in diameter, scratches longer than six (6) inches that break the surface of the paint, holes, cracks, missing parts, or cracked glass. The interior of the Equipment shall be clean with no heavy soil or odors, with no holes, tears, burns or damage to any surfaces. Lessor or its third party agents may, at any time before or after a Default, enter any premises under Lessee's control to inspect the Equipment. Lessor may demand, and Lessee agrees to pay, on the date of return, with respect to each Item of Equipment any or all of the following amounts, if applicable: (a) an amount equal to the diminution in the Fair Market Value attributable to Lessee's failure to return such Item in the condition and manner described above, including if there are any missing or defective parts or accessories; and "Fair Market Value" means the fair market value of such Item on the return date, assuming that it was in the condition required by this Lease, as reasonably determined by Lessor relying on an independent resource, having a recognized industry reputation; (b) the Excess Use Amount, if any, calculated as provided below; and (c) irrespective of its condition, a disposition fee in an amount reasonably determined by Lessor, not to exceed \$195.00 for each power unit returned by Lessee. If the aggregate hours of actual usage of such Item during the Lease Term exceeds the Aggregate Hours Limit (any such excess, the "Excess Hours"), Lessee shall pay Lessor an "Excess Use Amount" equal to the Excess Use Charge (specified in the payments table) for each such Excess Hour. The Excess Use Amount payable with respect to any Item or Items shall not take into account, as a credit or other reduction, whether the aggregate hours of actual usage of any other Item or Items did not exceed the Aggregate Hours Limit for such Item or Items. The "Aggregate Hours Limit" is equal to the product of (i) the anticipated number of average annual hours of usage of such Item during the Lease Term (specified as the

"Annual Hours Limit" in the payments table), times (ii) the number of twelve (12) month periods, and any portion thereof, comprising the Lease Term.

13. Default and Remedies. Each of the following is a "Default" under this Lease, if Lessee: (a) fails to make any Payment or fails to pay any other obligation when due under this Lease or in any other agreement with Lessor or with any of their affiliates or related parties; (b) fails to perform or comply with any of its other obligations in this Lease, or makes any representation or warranty in or relating to this Lease that proves to be incorrect in any material respect when made; or (c) becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership or insolvency proceeding.

In the event of a Default, Lessor, at its option, may: (1) cancel or terminate this Lease; and/or without notice, enter any premises where any Item of Equipment may be and take possession of and remove such Item, together with replacements and accessories, or Lessor may require Lessee to assemble the property and make it available at a place designated by Lessor; (2) demand from Lessee the sum of: (A) the aggregate of (i) any Payments then due and unpaid (including accrued interest), plus (ii) an amount equal to (x) the Acceleration Amount, less, (y) if Lessor has recovered the Equipment, the sales proceeds received by Lessor in good and final funds from its sale of the Equipment, or if not yet sold, the fair market sales value of such Equipment in its existing condition (as reasonably determined by Lessor relying on an independent resource, having a recognized industry reputation), in either such case, net of any sales or other Taxes and any reasonable costs, fees or other expenses associated with the recovery, preparation for sale, marketing and disposition of such Equipment, all as reasonably determined by Lessor, plus (B) interest on such amounts accruing at the per annum interest rate not to exceed the lesser of 18% or the maximum amount permitted by law (the "Late Payment Rate"), plus (C) all related enforcement costs and expenses incurred by Lessor including reasonable attorneys' fees and collection agency fees and any other amounts as may be due and owing under this Lease. If Lessor takes possession of the Equipment, Lessor may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale on Lessee's premises or elsewhere and apply the net proceeds as it reasonably deems appropriate. Lessee agrees that if notice of sale is required by law to be given, ten (10) days' notice shall constitute reasonable notice. Lessee shall remain responsible for any amounts that remain due after Lessor has applied such net proceeds. The remedies provided by this Lease are not exclusive, but shall be cumulative and in addition to all other remedies in Lessee's favor existing at law or in equity or by statute or otherwise, and may be enforced concurrently or separately. In no event shall Lessor's recovery hereunder exceed the maximum recovery permitted by law. Waiver by Lessor of any Default shall not be deemed a waiver of any other Default.

14. Options. (a) At Expiration. If a Purchase Option is available (as indicated on the first page of this Lease), and provided no Default is then existing and Lessor receives the notice as and when required below, Lessee may purchase Lessor's rights, title and interests in all, but not less than all, of the Equipment on the last day of the Lease Term for the Purchase Option Price specified above, is in the condition required by Section 12.

Lessee shall provide written notice to the attention of Kubota Credit Corporation USA – Lease, P.O. Box 2046, Grapevine, TX 76099 (or to such other address designated in writing by Lessor), at least 90 days but no more than 180 days before the expiration of the Lease Term of its irrevocable election to either purchase or return all, but not less than all, of the Equipment in accordance with this Lease.

If Lessee exercises its option to purchase, Lessee shall pay to Lessor on the last day of the Lease Term the Purchase Option Price, in cash, together with any related sales and other Taxes, costs, fees or other expenses, as applicable and all as reasonably determined by Lessor, and any other amounts as may be due and owing under this Lease; and after receiving all of such amounts, in good funds, Lessor will convey all of its rights, title and interests in the Equipment to Lessee without recourse, on an "AS IS, WHERE IS" basis and without any warranty, express or implied, from Lessor.

If Lessee either elects to return the Equipment by the required notice, or fails to timely notify Lessor of its election to either purchase or return the Equipment at the end of the Lease Term, Lessee must return the Equipment in accordance with Section 12, at its own cost, including by paying to Lessor any amounts required in Section 12. If any Item of Equipment is not returned on the expiration date in accordance with Section 12, (i) a Default shall be deemed to have occurred as of such date, (ii) Lessor may exercise its rights and remedies



KUBOTA CREDIT CORPORATION, U.S.A.
1000 Kubota Drive, Grapevine, Texas 76051
(888-465-8268)

Lease # 132327172

pursuant to Section 13 and (iii) Lessee shall remain responsible for all of its obligations with respect to such Item of Equipment until so returned or recovered by Lessor.

(b) **Early Termination.** Subject to Section 25, Lessee may elect, upon at least thirty (30) day's prior written notice to Lessor, to terminate this Lease with respect to all, but not less than all, of the Equipment on any scheduled Payment Date, during the Term. Lessee's right to terminate this Lease is subject to the full and timely satisfaction of the following conditions: (i) no Default may then be existing, (ii) Lessee shall have delivered all of the Equipment to Lessor in accordance with Section 12 of this Lease and (iii) Lessor shall have received the Termination Amount, in full and final funds. "**Termination Amount**" means the sum of: (A) any Payments then due and unpaid (including accrued interest), plus (B) an amount equal to the aggregate amount of the remaining Payments during the Term, discounted to present value at the Discount Rate, together with any related Taxes, costs, fees or other expenses, all as reasonably determined by Lessor, and any other amounts as may be due and owing under this Lease. Any accrued or other obligations that have not been paid or performed shall survive any such termination.

15. Governing Law; Forum. The law of the state where the Lessee is located shall govern all matters relating to the validity, effect and enforcement of this Lease. Lessee hereby irrevocably consents and agrees that any legal action, suit or proceeding arising out of or in any way in connection with this Lease or any of the other related documents (collectively, "**Lease Documents**") may be instituted or brought in the state or federal courts of the state where the Lessee is located, as Lessor may elect, and by execution and delivery of this Lease, Lessee hereby irrevocably accepts and submits to, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of any such court, and to all proceedings in such courts.

16. Assignment; Further Assurances. Lessee confirms its acknowledgments and agreements provided above regarding the Assignment; and further confirms that, with respect to Dealer (whether as Dealer or Original Lessor): it is not the agent of Lessor; none of its representations or warranties or other agreements are binding on Lessor; and it does not have the authority to modify any term or provision of this Lease. This Lease and all of the other Lease Documents shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns (except that Lessee shall not assign, delegate or otherwise transfer any of their rights or obligations under any of the Lease Documents). From time to time, Lessee shall execute and deliver to Lessor, or any of its assignees, on demand and without limitation, such additional documents and will provide such additional information as Lessor, or any of its assignees, may reasonably require to carry out the terms of this Lease and be informed of Lessee's status and affairs.

17. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, warrants and covenants for Lessor's benefit and as of the date hereof and throughout the term of this Lease: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986 (the "**Code**"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which it is located; (c) Lessee is authorized to enter into and carry out its obligations under this Lease and every ancillary document delivered in connection with this Lease; (d) this Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing this Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function within the scope of Lessee's authority and shall only be used during the Lease Term by Lessee (and only to perform such function); (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 25, to include in its annual budget request, for submission to its governing body, any funds required to fulfill its obligations for each succeeding fiscal period during the Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with the Lease, the selection and acquisition of the Equipment; (i) all payments due and to become due during Lessee's current fiscal period hereunder are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under this Lease; (j) all financial information provided by Lessee is true and accurate and fairly

represents Lessee's financial condition; (k) Lessee has not failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, purchase or other similar agreement; (l) there is no litigation, pending or threatened that would materially adversely affect this Lease or Lessee's financial condition; and (m) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Lease is for Lessee's internal purposes only and not for resale.

18. Miscellaneous. This Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. TIME IS OF THE ESSENCE IN THIS LEASE. If a court finds any provision of the Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. Lessee authorizes Lessor (or its agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to payment reporting agencies. To the extent permitted by law, Lessor may charge a fee to cover its documentation and investigation costs. In no event shall amounts chargeable by Lessor under this Lease exceed the maximum amount permitted by applicable law.

19. Waivers. LESSOR AND LESSEE IRREVOCABLY WAIVE ANY AND ALL RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS LEASE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS LEASE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. LESSOR AND LESSEE ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY. ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT. **LESSOR WILL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OF THIS LEASE OR FOR ANY LOSSES, DAMAGES, DELAY OR FAILURE TO DELIVER THE EQUIPMENT, OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR STRICT OR ABSOLUTE LIABILITY IN TORT.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the UCC including but not limited to lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights it now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce our damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT.

20. Counterparts; Facsimile and Electronic Copies. This Lease may be executed and accepted by Lessor in any number of counterparts, including facsimile, photographic or electronic mail counterparts. Lessee agrees that a copy of this Lease bearing a signature of Lessee which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. Lessee further agrees that it will not object to the admissibility of a copy of this Lease bearing a signature of Lessee into evidence under the business records exception to the hearsay rule or based on the best evidence rule or otherwise and expressly waives any right to do so. Notwithstanding the fact that this Lease may be executed in more than one counterpart, Lessor may designate which of the tangible writings and/or electronic records evidencing this Lease may be possessed or controlled for the purposes of perfecting a security interest in "chattel paper" for the purposes of the UCC, and however so designated shall be determinative for such purposes.

21. USA PATRIOT ACT NOTICE. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH LESSEE THAT OPENS AN ACCOUNT. WHAT THIS MEANS: WHEN LESSEE OPENS AN ACCOUNT, LESSOR WILL ASK FOR THE BUSINESS NAME,



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1000 Kubota Drive, Grapevine, Texas 76051
(888-465-8268)

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BUSINESS ADDRESS, TAXPAYER IDENTIFYING NUMBER AND OTHER INFORMATION OR DOCUMENTATION THAT WILL ALLOW LESSOR TO IDENTIFY LESSEE, SUCH AS ORGANIZATIONAL DOCUMENTS. FOR SOME BUSINESSES AND ORGANIZATIONS, LESSOR MAY ALSO NEED TO ASK FOR IDENTIFYING INFORMATION AND DOCUMENTATION RELATING TO CERTAIN INDIVIDUALS ASSOCIATED WITH THE BUSINESS OR ORGANIZATION.

22. Anti-Money Laundering / International Trade Law Compliance.

Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under this Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of this Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay this Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, Lessee's affiliates and subsidiaries, pledgors of collateral, all owners of the foregoing, and all of Lessee's brokers or other agents acting in any capacity in connection with this Lease; "**Reportable Compliance Event**" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

23. Government Purpose. Lessee acknowledges and agrees that, as the end-user of this Lease, any goods or services provided to Lessee by Lessor shall be used by Lessee solely for governmental purposes and not for private business or consumer purposes.

24. Electronic Statements. The parties intend to conduct business contemplated by this Lease by electronic means. Lessee hereby agrees, acknowledges and consents to receiving all invoices, statements, billings, notices, information and communications electronically in a manner so designated by Lessor, including, but not limited to, Lessor's preferred e-mail address; *provided, however*, that Lessee may request a paper copy of any of the foregoing be mailed to it at its address listed on this Lease. Delivery of all invoices, statements, billings, notices, information and communications shall be deemed delivered as of the date first electronically transmitted.

25. Non-Appropriation. Lessee is obligated to make the Payments under this Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. As of the date hereof

Lessee intends to (a) remit, and reasonably believe that funds in an amount sufficient to remit all Payments under this Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under this Lease, and the performance of its essential function during the scheduled Lease Term as reflected in this Lease, (b) do all things lawfully within Lessee's power to obtain and maintain funds from which the Payments under this Lease may be made, including making provision for such Payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges the decision whether or not to budget and appropriate funds or to extend the term of this Lease for any period beyond the original or any additional fiscal period is within the discretion of Lessee's governing body. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the Payments and other payments, if any, under this Lease following the then current fiscal period (an "**Event of Non-Appropriation**"), Lessee shall have the right to terminate this Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Payments for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject in accordance with Section 12 of this Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-Appropriation and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of this Lease beyond such then current fiscal period.

26. Public Records. Lessee shall comply with any applicable state/municipal public records statute/ordinance, including but not limited to any obligations to: (1) keep and maintain public records that ordinarily and necessarily would be required to be maintained in connection with any associated project; (2) provide the public with access to public records on the same terms and conditions and at the cost provided by any applicable state statute, or as otherwise provided by law; and (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law. Notwithstanding the foregoing, Lessee may withhold and/or mark certain business records, trade secrets and other proprietary information as confidential and any such information shall be excluded from public disclosure to the fullest extent permitted by applicable law.