

SORTPO TRAFFIC COUNT EQUIPMENT USE AGREEMENT

THIS EQUIPMENT USE AGREEMENT (this "Agreement") dated this _____ day of _____, 20____

BETWEEN

South Western Oklahoma Development Authority of 420 Sooner Dr., Burns Flat, OK 73624
(the "Owner")

AND

_____ of _____
(the "Borrower")

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner allows the Equipment to be used by the Borrower, and the Borrower utilizes the Equipment from the Owner on the following terms:

Definitions

- 1. The following definitions are used but not otherwise defined in this Agreement:
 - a. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
 - b. "Equipment" means one (1) counter, 50 ft. of tubing, and accessories for installation which has an approximate value of \$ 1,127.
 - c. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

Use

- 2. The Owner agrees to allow the Equipment to be used by the Borrower, and the Borrower agrees to utilize the Equipment from the Owner in accordance with the terms set out in this Agreement.

Term

3. The Agreement commences on _____ and will continue until _____ (the "Term").

Deposit

4. The Borrower will pay a non refundable deposit for security and maintenance deposit of \$100 per unit for use up to ten calendar days (the "Deposit") before taking possession of the Equipment.

Delivery of Equipment

5. The Borrower will, at the Borrower's own expense and risk, pick up and transport the Equipment from 420 Sooner Dr. Burns Flat, OK 73624.

Use of Equipment

6. Must follow SWODA operating procedures for traffic counters as described in Exhibit 1. The borrower cannot loan equipment to other entity and cannot be utilized not for personal use.

Warranties

7. The Equipment will be in good working order and good condition upon delivery.

Loss and Damage

8. To the extent permitted by law, the Borrower will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.
9. If the Equipment is lost or damaged, the Borrower will notify Owner with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.
10. In the event of Total Loss of the Equipment, the Borrower will provide the Owner with prompt written notice of such loss and will pay to the Owner the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Borrower.

Ownership

11. The Equipment is the property of the Owner and will remain the property of the Owner.
12. The Borrower will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.
13. The Owner warrants that the Owner has the right to loan the Equipment according to the terms in this Agreement.
14. The Owner warrants that as long as no Event of Default has occurred, the Owner will not disturb the Borrower's quiet and peaceful possession of the Equipment or the Borrower's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

Surrender

15. At the end of the Term or upon earlier termination of this Agreement, the Borrower will return the Equipment at the Borrower's cost, expense and risk to the Owner by delivering the Equipment to 420 Sooner Dr. Burns Flat, Ok 73624. If the Borrower fails to return the Equipment to the Owner at the end of the Term or any earlier

termination of this Agreement, the Borrower will pay to the Owner any the Casualty Value of the Equipment, at which point ownership of the Equipment will pass to the Borrower.

Insurance

16. No insurance coverage for the Equipment is required under this Agreement.

Default

17. The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:

- a. The Borrower fails to return Equipment undamaged at the end of the agreement. ;
- b. The Borrower becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or another competent jurisdiction.

Remedies

18. On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies (the "Remedies"):
- a. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Borrower waives any and all damage occasioned by such taking of possession.
 - b. Terminate this Agreement immediately upon written notice to the Borrower.
 - c. Pursue any other remedy available in law or equity.

Assignment

19. THE BORROWER WILL NOT ASSIGN THIS AGREEMENT, THE BORROWER'S INTEREST IN THIS AGREEMENT OR THE BORROWER'S INTEREST IN THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER.
20. If the Borrower assigns this Agreement, the Borrower's interest in this Agreement or the Borrower's interest in the Equipment without the prior written consent of the Owner, the Owner will have recourse to the Remedies and will be entitled to all damages caused by the transfer to the extent that the damages could not reasonably be prevented by the Owner.

Renewal

21. The Borrower may renew this Agreement for an additional Term if the Borrower has given the Owner _____ days written notice of the Borrower's intention to renew and if the Borrower is not in default of any of the terms under this Agreement. Other than as agreed upon in writing between the Parties, the renewal will be on the same terms as this Agreement, except for this renewal clause.

Address for Notice

22. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Owner: South Western Oklahoma Development Authority, 420 Sooner Dr. Burns Flat, OK 73624

Borrower: _____, _____

Governing Law

23. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oklahoma (the "State"), without regard to the jurisdiction in which any action or special proceeding may be instituted.

General Terms

24. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

25. Time is of the essence in this Agreement.

26. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.

27. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

Notice to Borrower

28. **NOTICE TO THE BORROWER:** . You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.

Borrower Name (Print)

Borrower Signature

Date

SWODA Owner (Print)

SWODA Signature

Date