

RECORDATION REQUESTED BY:

First Bank of Wyoming, Division of Glacier Bank
Sheridan Branch
1470 Sugarland Drive
Sheridan, WY 82801

WHEN RECORDED MAIL TO:

First Bank of Wyoming, Division of Glacier Bank
Sheridan Branch
1470 Sugarland Drive
Sheridan, WY 82801



2022-780379 7/27/2022 1:48 PM PAGE: 1 OF 16
FEES: \$57.00 PK MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

FOR RECORDER'S USE ONLY



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MORTGAGE

THIS MORTGAGE dated July 12, 2022, is made and executed between **FLYING HAMMER HOLDINGS, LLC**, a Wyoming limited liability company (referred to below as "Grantor") and First Bank of Wyoming, Division of Glacier Bank, whose address is 1470 Sugarland Drive, Sheridan, WY 82801 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in, to and under the Lease described below of the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation any rights Grantor later acquires in the fee simple title to the land, subject to the Lease, and all minerals, oil, gas, geothermal and similar matters, **(the "Real Property")** located in **SHERIDAN County, State of Wyoming**:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as **772 AIRFIELD LN, SHERIDAN, WY 82801**. The Real Property tax identification number is **R0002685**.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's leasehold interest in the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Compliance with Lease. Grantor will pay all rents and will strictly observe and perform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor will indemnify, defend, and hold Lender harmless against all losses, liabilities, actions, suits, proceedings, costs including reasonable attorneys' fees claims, demands, and damages whatsoever which may be incurred by reason of Grantor's failure to pay rents or strictly observe or perform under the Lease.

Other Agreements Relating to the Lease. Grantor further agrees (1) not to surrender, terminate, or cancel the Lease, and (2) not to modify, change, supplement, alter, or amend the Lease, either orally or in writing, without Lender's prior written consent. Any attempt by Grantor to do any of the foregoing without Lender's prior written consent will be void and of no force and effect. At Lender's option, Grantor will deposit with Lender as further security all original documents relating to the Lease and the leasehold interest in the Property. Unless Grantor is in breach or default of any of the terms contained in this Mortgage, Lender will have no right to cancel, modify, change, supplement, alter or amend the leasehold interest. No estate in the Property, whether fee title to the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender express written consent; rather these estates will remain separate and distinct, even if there is a union of these estates in the landlord, Grantor, or a third party who purchases or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all or a portion of the fee simple title, or any other leasehold or subleasehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Mortgage, and Grantor will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by this Mortgage.

Notices Relating to the Lease. Grantor will promptly notify Lender in writing:

- (1) if Grantor is in default in the performance or observance of any of the terms, covenants, or conditions which Grantor is to perform or observe under the Lease;
- (2) if any event occurs which would constitute a default under the Lease;
- (3) if any notice of default is given to Grantor by the landlord under the Lease;
- (4) if, pursuant to the Lease, any proceeds received for the Property are deposited with someone other than Lender, whether received from any insurance on the Property or from the taking of any or all of the Property by eminent domain; and
- (5) if any arbitration or appraisal proceedings are requested or instituted pursuant to the Lease.

Grantor agrees to provide Lender promptly with a copy of all written materials relating to any of the above and to provide Lender with such other information as Lender may reasonably request. Grantor agrees that promptly after the execution and delivery of this Mortgage, Grantor will notify the landlord under the Lease in writing of the execution and delivery of this Mortgage and of the name and address of Lender and will deliver a copy of this Mortgage to the landlord.

Option to Cure Lease Default. Upon Lender's receipt of any written notice of Grantor's default under the Lease, Lender may, at Lender's option, cure such default, even though Grantor, or any party on behalf of Grantor, questions or denies the existence of such default or the nature of the default. Grantor expressly grants to Lender the absolute and immediate right to enter upon the Property to such extent and as often as Lender in its sole discretion deems necessary or desirable in order to prevent or cure any such default by Grantor.

Reserve Account for Rents. Subject to any limitations set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of all rents, charges, fees, assessments, and other payments of any kind under the Lease, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before due, amounts at least equal to the Lease payments to be paid. If fifteen (15) days before payment is due the reserve funds are insufficient, Grantor shall upon demand of Lender pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the Lease payments required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything Lender may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the Lease payments required to be paid by Grantor.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Wyoming law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment

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PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the leasehold interest in the Property pursuant to the Lease, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, or default under the instruments evidencing such indebtedness, or any default under or non-payment of any such

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to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against

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foreclose any existing lien on the Property.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property, including during the pendency of foreclosure, whether judicial or non-judicial, and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. Lender may foreclose Grantor's interest in all or in any part of the Property by non-judicial sale, and specifically by "power of sale" or "advertisement and sale" foreclosure as provided by statute.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required

**MORTGAGE
(Continued)**

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Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wyoming without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Wyoming.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Sheridan County, State of Wyoming.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Wyoming as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means FLYING HAMMER HOLDINGS, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means FLYING HAMMER HOLDINGS, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lease. The word "Lease" means the lease of the Property dated May 1, 2019, between The County of Sheridan, State of Wyoming, Landlord and Grantor.

Lender. The word "Lender" means First Bank of Wyoming, Division of Glacier Bank, its successors and assigns.

**MORTGAGE
(Continued)**

Page 7

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

FLYING HAMMER HOLDINGS, LLC

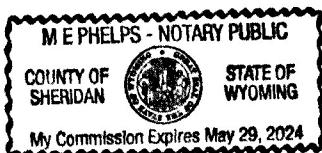
By: [Signature]
ALEXANDER REGAN HASWELL, Member of FLYING HAMMER HOLDINGS, LLC

By: [Signature]
TYLER R BALTZ, Member of FLYING HAMMER HOLDINGS, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on 7-12-2022 (date) by ALEXANDER REGAN HASWELL, Member of FLYING HAMMER HOLDINGS, LLC.



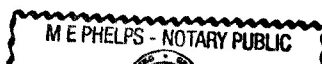
[Signature]
(Notarial Signature)

My commission expires: May 29, 2024

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on 7-12-2022 (date) by TYLER R BALTZ, Member of FLYING HAMMER HOLDINGS, LLC.



[Signature]
(Notarial Signature)



2022-780379 7/27/2022 1:48 PM PAGE: 8 OF 16
FEES: \$57.00 PK MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT A



SHERIDAN COUNTY AIRPORT
AIRPORT BUSINESS PARK LEASE AGREEMENT

The County of Sheridan, State of Wyoming ("County"), and Flying Hammer Holdings, LLC, a Wyoming limited liability company ("Lessee") enter into this lease agreement ("Agreement"). In consideration of the mutual covenants contained herein, the parties agree as follows:

I. LEASED PREMISES.

County leases to Lessee, a tract of land situated in the SE1/4NW1/4, Section 3, Township 55 North, Range 84 West, 6th Principal Meridian, Sheridan County, Wyoming; and more particularly described as follows and shown on **Exhibit A**:

Commencing at the northwest corner of said Section 3; thence S43°02'08"E, 2166.26 feet to the POINT OF BEGINNING of the herein described tract; thence N89°20'15" 224.97 feet along the south right of way line of Airfield Lane to a point, said point being the northwest corner of a tract of land described in Book 364 of Deeds, Page 340; thence S02°03'45"E, 281.00 feet along the west line of said tract to the southwest corner of said tract, said point lying on the northeasterly right of way line of West Brundage Lane; thence N40°11'40"W, 364.22 feet along said northeasterly right of way line to the POINT OF BEGINNING of said tract.

Said tract contains 0.725 acres of land more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone)

Physical Address is 772 Airfield Lane.

II. USE OF PREMISES.

Premises shall be used for the purpose of an Office and Shop.

A. LESSEE'S RIGHTS AND OBLIGATIONS.

1. Lessee shall, at its sole expense, maintain and repair the Premises and any improvements existing, installed, altered, or constructed in a reasonable appearance and state of repair with normal wear and tear excepted. In the event Lessee fails to so reasonably maintain or repair the Premises or improvements, County may, after providing written notice to Lessee, enter the Premises and perform the maintenance or repair. Lessee shall pay the costs of any such maintenance or repairs in addition to all other rental fees and other charges.
2. Lessee shall keep the Premises clean, safe, and orderly at all times and shall provide a proper arrangement for the sanitary handling and disposal of all rubbish, grass clippings, and other waste products.
3. Lessee shall maintain all landscaped areas and keep parking lots and access roads on the Premises reasonably clear of snow.

B. COUNTY'S RIGHTS AND OBLIGATIONS.

1. County, its employees, agents, and representatives shall have the right to enter upon the Premises to inspect the Premises at any reasonable hour with reasonable notification. This Agreement does not authorize County to inspect Lessee's records, files, or documents.
2. County reserves a right of flight for the passage of aircraft in the airspace above

III. LEASEHOLD IMPROVEMENTS.

A. GENERAL CONDITIONS.

1. Lessee shall, at its sole expense, pay all costs and expenses associated with the construction of any additional building(s) and/or improvements on the Premises.
2. Lessee shall submit to Airport Manager for approval a complete set of plans and specifications of all proposed construction. Plans may or may not need to include the following:
Building plan – showing the type of building construction desired, type of building foundations proposed, type of exterior coverings facade and colors, roof materials etc., exterior building elevations, and floor plan including all dimensions. The building plan shall include an architectural streetscape view of all four sides of the building.
Site plan- a graphic representation of the proposed development showing the boundary of the site, all building locations, landscaped areas, site access, parking, drive and loading areas. The site plan shall be drawn to an appropriate scale (1"=30', 1"= 40', etc.) and shall include the dimension of all lots, and include a complete land development summary which includes gross site area, floor area, landscape area, lot coverage by principal and accessory structures, and number of parking and loading areas proposed.
Landscape plan- concept level landscape plan to include locations and general description (deciduous, conifer, shrub, ground cover, turf, etc.). Any special use areas such as common areas and snow storage should be shown. Names of planting materials, sizes, quantities and a planting and maintenance plans for all proposed plant materials should be provided.
Grading and drainage plan- conceptual plan showing existing and proposed contours with drainage depicted by flow arrows.
Utility plan- horizontal utility layout showing service lines and how they will be routed from mains. Any easements should be shown on this plan.
These plans and specifications once approved shall be attached to this Agreement as **Exhibit B**.
3. All submittals for additional construction shall bear the seal of a Professional Engineer or Architect, registered in the State of Wyoming.
4. Lessee shall file FAA Form 7460-1 with the Federal Aviation Administration ("FAA") and obtain approval from the FAA prior to commencing any construction or alteration; Airport Manager shall be copied on all correspondence to FAA.
5. Lessee shall diligently pursue construction of any building(s) / improvements so that they will be completed within six (6) months from the date of commencement. Lessee shall not be responsible if the completion is delayed by virtue of strike, catastrophes, shortage of material, delays occasioned by actions of local, state, or federal agencies, or acts of God, or other causes beyond the control of Lessee.
6. No structural changes may be made by Lessee to any building(s) or improvements constructed without having first secured written approval of County, which approval shall not be unreasonably withheld.
7. All access roads and parking areas on the Premises shall be paved.
8. Lessee shall obtain prior written approval of the Airport Manager to install signs

10. Lessee shall at the end of the term of this Agreement, convey good and merchantable title to all building(s), fixtures, and leasehold improvements in favor of County.
11. Should the Agreement be terminated prior to the expiration of the term because of Lessee's default, all building(s) and leasehold improvements become the property of County, subject to paragraph 12.
12. Notwithstanding any provision of this Agreement to the contrary Lessee may, to secure financing of the building, assign this Agreement and the rights to all improvements located upon the property, as security to Lessee's building financier.

IV. TERM.

This Agreement is for a term of twenty years, commencing May 1, 2019 and ending April 30, 2039 (the "termination date"), inclusive, unless sooner terminated in accordance with the provisions herein. On the termination date, Lessee shall have the first right of refusal to lease the Premises under new terms and conditions. Lessee shall request a copy of the proposed new terms within six months of the termination date and County shall within six weeks of receipt of the request provide same. Such terms shall be reasonable and more favorable terms shall not be given to a third party for a period of six months if such terms are rejected by Lessee. However, if Lessee materially breached the initial Agreement, and failed to reasonably cure the breach within 30 days of receiving notice of any breach, more than once during the term of this Agreement, then the foregoing six- month restriction is void.

V. RENTAL FEE.

- A. Lessee shall pay to County \$526.35 per month, beginning May 10, 2019. Lessee shall pay this rental fee monthly in advance, on or before the 10th day of each month during the term of this Agreement.
- B. The rental fee shall be increased by the amount of increase in the Wyoming Comparative Cost of Living Index (WCLI) Northeast All Items, for the immediately preceding two-year period. The increase will become effective on May 1 of each two-year period during this Agreement. No increase shall exceed 15% of the rental fee last paid by Lessee.
- C. A delinquency charge of 1.5% per month shall be added to any rental fee that is more than thirty days delinquent.
- D. Lessee shall deliver all fees due County to the Office of the Airport Manager, Sheridan County Airport, 908 W. Brundage Lane, Sheridan, Wyoming 82801.

VI. INSURANCE.

A. LESSEE'S REQUIREMENTS.

1. Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Lessee's sole expense, comprehensive general liability and property damage insurance of not less than \$1,000,000 per occurrence protecting County against any and all liability from Lessee's use of the Premises or this Agreement. Lessee shall obtain and maintain fire insurance in an amount approved by County, but not in excess of the current value of the improvements. The insurance policy(s) specified above shall name County as an additional insured. Lessee shall furnish a certificate from the insurance carrier(s) showing insurance to be in full force and effect during the term of this Agreement. All policies shall provide for a minimum of ten working days notice to County in the event of cancellation, non-renewal, or material change in the terms.

VII. GENERAL COVENANTS.

- A. **AGREEMENT CONSTRUCTION.** This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.
- B. **AMENDMENTS/MODIFICATION.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- C. **AMERICANS WITH DISABILITIES ACT (ADA).** The parties shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.
- D. **APPLICABLE LAW/VENUE.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.
- E. **ASSIGNMENT/SUBLEASE.** Lessee may not transfer, assign or otherwise alienate its interest in the Premises or sublet any part of the Premises without first obtaining County's written consent. County shall not unreasonably withhold, delay, or condition consent to any such assignment or subletting to any responsible corporation, individual or other business entity capable of receiving such assignment. Neither this Agreement nor any interest herein shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.
- F. **BEYOND TERM.** This Agreement provides a definable benefit to Sheridan County and its citizens and the County desires to enter into this agreement beyond the term of this Board of County Commissioners so that the full benefit to Sheridan County might be realized.
- G. **BUILDING PERMITS.** Lessee shall obtain all permits required for construction of improvements. Lessee shall, at its sole expense, pay all costs and expenses associated with obtaining said building permits.
- H. **COMPLIANCE WITH LAWS.** Lessee shall comply with all requirements of local, state or federal building codes and with all applicable municipal, state and federal ordinances, laws, rules, and regulations that are applicable to its use of the Premises during the Term as they are now or as they are enacted insofar as they relate to (i) any improvements or alterations that Lessee constructs within the Premises or that Landlord constructs after the Commencement Date at Lessee's request or (ii) any change occurring during the term of this Agreement in the business operations that Lessee conducts on the Premises.
- I. **CONDITION OF PREMISES.** Lessee acknowledges that it has physically examined the Premises prior to execution of this Agreement and acknowledges that at the time of the execution of the Agreement the Premises are in satisfactory condition for the intended uses. County had made no representations to Lessee relating to the condition of the Premises except as are specifically provided in this Agreement.
- J. **DEFAULT AND TERMINATION.**
1. If Lessee defaults in performance of any material term of this Agreement and that default remains for a period of sixty days after written notice of default, County

property from the Premises. Any remaining property is deemed abandoned by Lessee and belongs to County.

3. All covenants of this Agreement that should, by their nature, survive the termination of this Agreement shall so survive.
 4. Lessee agrees that at the expiration or termination of the Agreement, it will cease to utilize the Premises for the purpose herein stated. Should Lessee hold over the use after thirty days after the expiration of the Agreement, such holding over will be as a user at sufferance for which use it shall pay rental fees at double the amount herein provided and in addition be liable for any and all damages, costs and expenses resulting from such use including all costs of collection and reasonable attorney fees.
- K. ENTIRE AGREEMENT. This eight-page document and all Exhibits constitute the entire agreement between the parties and supersedes all prior agreements between the parties covering the subject matter hereof.
- L. FORCE MAJEURE. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. However, this shall not apply to failure by Lessee to pay rental fees or other charges due pursuant to this Agreement.
- M. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.
- N. HEADINGS. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- O. HIPPA. If under the Health Insurance Portability and Accountability Act, LESSEE / CONTRACTOR is a "business associate", LESSEE / CONTRACTOR shall appropriately safeguard any protected health information.
- P. INDEMNIFICATION.
1. Lessee shall indemnify, defend, and save County, its agents, officers, representatives and employees, harmless from and against all penalties, liability or loss, including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, arising directly or indirectly out of acts or omissions of Lessee or its agents or employees or through any injury or casualty occurring on the Premises as a result thereof unless due to the negligence or willful misconduct by County, its agents, officers, representatives or employees was the proximate cause.
 2. County shall indemnify, defend, and save Lessee, its agents, officers, representatives, employees and guests, harmless from and against all penalties, liability or loss, including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, arising directly or indirectly out of acts or omissions of County or its agents or employees or through any injury or

R. NON-DISCRIMINATION.

1. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
2. In all use and operation of the Premises, Lessee shall not discriminate or permit discrimination against any person or class of persons by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion in any manner prohibited by any federal or state laws, rules or regulations existing now, or any amendments thereto.
3. County reserves the right to take such action as the United States Government may direct to enforce nondiscrimination. Noncompliance with this subsection shall constitute a material breach of this Agreement.

S. NO THIRD PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.

T. NOTICE. Any notice given by one party to the other in conjunction with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and certification fees prepaid or by FedEx Express overnight:

If to County, addressed to: Office of the Airport Manager
Sheridan County Airport
908 W. Brundage Lane
Sheridan, WY 82801

If to Lessee, addressed to: Flying Hammer Holdings, LLC.
772 Airfield Lane
Sheridan, WY 82801

U. NONWAIVER. Any waiver by County of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent County from declaring a forfeiture for any succeeding breach, either of the same or other covenant.

V. REQUIREMENTS OF THE UNITED STATES.

1. The parties hereto acknowledge that this Agreement is subject to the lawful emergency demands of one or more governmental agencies of the United States of America. Lessee shall comply with all lawful demands of the United States, including a lawful demand to deliver possession of all of the Premises as promptly as possible. In the event of any loss of use of the Premises by Lessee, Lessee shall retain its independent rights and claims for damages and compensation against the government agency responsible therefore, or, at its election, it may share on an equitable basis in any award which may be made for the taking of all the Airport property of which the Premises is a part. In the event such taking by one or more governmental agencies at any time shall constitute less than a termination of all the rights to be enjoyed by Lessee hereunder, then during such time of suspension Lessee shall be excused from paying rent and the term of this Agreement shall be extended on the same terms expressed herein for a time equivalent to such suspension.

4. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.
5. Lessee shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Airport Manager, by Sheridan County, by the State of Wyoming or the United States, or agencies thereof, including, but not limited to rules affecting the operation of motor vehicles upon, to, and from the Airport, provided that such rules shall apply to all users of the Airport and shall not be made specific to Lessee alone.
- W. **SEVERABILITY.** If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- X. **TAXES.** Lessee shall pay such *ad valorem* taxes as may be levied upon all improvements by the County of Sheridan during the term of this Agreement. It is the understanding that any improvements placed on the Premises shall be considered property of Lessee for the purpose of assessing taxes.
- Y. **UTILITIES.** Lessee shall, at its sole expense, pay all costs and expenses required to extend any utility lines from their current location to the Lessee's improvements and to bury all utilities and be responsible for the payment of all utilities service hookups, including plant investment and tap fees payable to the City of Sheridan for water and sewer hookups on the Premises and promptly pay for all utilities including, but not limited to trash removal, water, gas, sewer, electric, cable, fiber optics and telephone.

By signing below the parties agree to the above-terms. Additionally, any person signing certifies that he or she has been properly authorized to enter into this Agreement by his or her respective party.

SHERIDAN COUNTY AIRPORT

BY: John W. Stopka 4-17-19
John W. Stopka Date
Airport Manager

BOARD OF COUNTY COMMISSIONERS

Sheridan County, Wyoming

BY: Tom Ringley 4/16/19
Tom Ringley, Chairman Date

ATTEST:

Eda Schunk Thompson 4/16/19
Eda Schunk Thompson, Date
County Clerk

Approved as to Form:

Clinton D. Beaver 4-16-19
Clinton D. Beaver, Date
Deputy County Attorney

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

On this 16th day of April, 20 19, before me personally appeared, Tom Ringley being first duly sworn, did say that she/he is the Chairman of the Board of County Commissioners, Sheridan County, Wyoming and that this instrument was signed and sealed on behalf of the said County by authority of said Board and she/he acknowledged said instrument to be the free act and deed of said Board.

FLYING HAMMER HOLDINGS, LLC

BY: [Signature] 4/30/19.
Date

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Alexander R. Howell
as Member of Flying Hammer Holdings, LLC, a Wyoming limited liability company on 4/30/19,
2019.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 4/10/20

