

**LEASE AGREEMENT
BETWEEN
TRUSTEES OF THE UNIVERSITY OF WYOMING
AND
UNIWYO FEDERAL CREDIT UNION**

THIS LEASE AGREEMENT, hereinafter referred to as "Lease", is made this 1st day of July 2020, by and between the Trustees of the University of Wyoming, a body corporate duly organized and validly existing under the Constitution and laws of the State of Wyoming, hereinafter referred to as "Lessor", and UniWyo Federal Credit Union, by and through its Board of Directors, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the original term of the Lease between Lessor and Lessee dated July 1, 2012 is nearing expiration; and

WHEREAS, Lessee has notified Lessor of Lessee's desire to extend the lease for an additional term; and

WHEREAS, Lessor is the sole owner of the premises described below, and has agreed to extend said lease for an additional term as set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions as set forth herein, the parties agree as follows:

Article 1. PREMISES:

Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor room 120 containing approximately Seven-Hundred Fifty (750) square feet of exclusive area in that certain building named McWhinnie Hall, located on the Campus of the University of Wyoming, Laramie, WY 82071, hereinafter referred to as the "Premises", and as shown on Exhibit A attached hereto. Lessee shall be allowed to install an Automatic Teller Machine (ATM) in the exterior vestibule on the north side and adjacent to the main exterior entrance into room 120.

Article 2. TERM:

Section 2.01 Term. Lessor leases the Premises to Lessee for a term of ten years commencing on July 1, 2020 and terminating June 30, 2030, unless earlier terminated, as hereinafter provided.

Section 2.02 Option to Renew. Lessor may grant Lessee an option to renew or extend this Lease for an additional term, subject to Section 3.02. Any renewals or extensions of this Lease shall be on terms and for a duration as agreed to in writing between the parties. Lessee must exercise its option to renew by providing written notice to Lessor a minimum of ninety (90) days prior to the expiration of the Term of this Lease.

Section 2.03 Termination. Lessor or Lessee may terminate this agreement at any time upon three hundred sixty-five (365) days prior written notice to the other party. Lessee shall, upon termination of this Lease, remove all of Lessee's property from the Premises in a manner so as to minimize damage to the Premises and return the Premises in a clean and orderly condition to Lessor, normal wear and tear excepted.

Article 3. PAYMENT:

Section 3.01 Rent. Lessee shall pay to Lessor rent in the amount of Eight Hundred Fifty Dollars (\$850.00) per month, payable in advance to Lessor on or before the fifth day of each month. Payments shall be made to "University of Wyoming" and hand delivered to Room 127 Bureau of Mines Building or mailed to:

University of Wyoming
Real Estate Operations
Dept. 4308
1000. E. University Avenue
Laramie, WY 82071

Section 3.02 Rent Adjustment. The rent may be adjusted annually and shall reflect the change in the Wyoming Cost of Living Index (All Items) from the previous year as published for the Fourth Quarter of the previous year and available from the Wyoming Economic Analysis Division. Lessor and Lessee also acknowledge the monthly rent payment covers the usage by Lessee of existing water, gas, electricity, steam and distribution systems (collectively "utilities") upon the Leased Premises and are paid by Lessor. Lessor reserves the right to review and adjust the monthly rent accordingly to cover Lessee's cost of utilities and custodial expenses as described in Article 13 below. Lessor shall notify Lessee of the rent adjustment and revised monthly payment in writing on or before April 30 of the current year. An Addendum or Amendment to this Agreement shall be executed upon each rent adjustment and shall reflect the revised monthly payment.

Article 4. PAYMENT OF UTILITIES:

Section 4.01 Lessor shall pay for water, gas, electricity, and steam use on the Premises.

Section 4.02 Lessee shall pay, on or before the specified due dates, for Lessee's telephone, and data services.

Article 5. USE OF PREMISES:

Section 5.01 The Premises shall be used for the purposes described herein and for no other purpose without the express written consent of Lessor. Lessee will use the Premises as a UniWyo Branch Office for credit-union business.

Section 5.02 It is the general intent of this Lease to authorize the use of the Premises for legally permissible purposes and is limited to the extent to which the Premises can be used to directly compete with other businesses engaged in the same or similar activities.

Section 5.03 Lessees will abide by all city and/or state codes and zoning ordinances. No part of the Property, including the Premises, shall be used for any purpose which is illegal, offensive, termed extra hazardous by insurance companies or which may make void or voidable any insurance on the building or which may increase the premiums thereof, which will interfere with the general safety, comfort and convenience of the Lessor and Lessee of the Premises. There shall be no commercial sale of food or beverages by mobile facilities or by vending machines or equipment on the Premises, without the written consent of Lessor.

Section 5.04 Substitute Premises. In the event the Premises must incur major repairs and/or renovation, or Lessor must re-allocate space within the Premises affecting Lessee's operations, Lessor and Lessee will use a good faith effort to identify a substitute Premises. If Lessor and Lessee fail to identify a substitute Premises, this Agreement shall terminate at the option of either party upon ninety (90) days advance written notice to the other party. Additionally, if the Lessor, in its sole discretion, determines that McWhinnie Hall will be used for another purpose, Lessor will provide ninety (90) days' notice and identify a comparable location on Lessor's campus for use by Lessee for the remainder of the Agreement. If the substitute location is not acceptable to Lessee, Lessee shall notify Lessor in writing and the Agreement will terminate (90) days from Lessor's notice to Lessee.

- Article 6. TAXES:**
Lessee shall pay any applicable taxes as a result of Lessee's use of the premises. Lessor is tax exempt.
- Article 7. ACCEPTANCE OF PREMISES:**
Lessee accepts the Premises "as is" and without warranties of any kind except as may be set forth in this Lease.
- Article 8. RIGHT TO ASSIGN OR SUBLET:**
Lessee shall not assign this Lease nor sublet all or any portion of the Premises.
- Article 9. RULES, REGULATIONS, AND POLICIES:**
- Section 9.01 Lessee shall use the Premises in accordance with such rules, regulations, and policies as may from time to time be made by Lessor for the general safety, comfort, enjoyment and convenience of the Lessee and Lessor. Lessee shall cause its customers, employees and invitees to abide by such rules and regulations. Lessee shall be deemed to have knowledge and notice of all rules, regulations, and policies of the Premises.
- Section 9.02 These rules, regulations, and policies may be added to or amended from time-to-time by Lessor and such amendments will become effective immediately. Lessee agrees to abide by all rules, regulations, and policies of the Premises and acknowledges that violation constitutes a breach of the Lease. Lessee understands that it is Lessee's responsibility to remain informed.
- Section 9.03 These Rules and Regulations are for the mutual benefit of all. Lessee, agrees to be bound and comply with the Rules and Regulations as follows:
- (a) **TRASH:** Lessee shall deposit trash in the dumpsters in an appropriate container and agrees not to leave or store any materials, litter, or trash in the common areas, on the grounds, or in the parking areas. Lessee agrees to pay for trash needing to be removed by Lessor, which was not properly disposed of by Lessee. Lessee further agrees, in the event a larger amount of trash must be removed, Lessee agrees to contact Lessor and arrange an extra pick-up which Lessee agrees to pay.
 - (b) **MAIL AND PARCEL HANDLING:** In accordance with CFR 39 Part 310, the Lessor will not accept any mail or parcel deliveries on behalf of Lessee. All mail and parcel deliveries addressed to Lessee must be directed to Lessee's business address at 2020 Grand Avenue, Suite 100, Laramie, WY 82070 or by other Postal Service delivery methods.
 - (c) **PARKING:** The use of parking facilities shall be subject to the Premises' Rules and Regulations. Lessee shall not permit the use by its employees of the parking area for overnight storage of automobiles or other vehicles, and may not interfere with maintenance, snow removal, traffic flow, or emergency vehicles. Lessor has the right to tow any vehicle(s) blocking or interfering with traffic flow, dock doors, and/or snow removal or maintenance equipment. Any vehicle(s) snowed-in for a period of twenty-four (24) hours or more, will be considered abandoned and will be towed from the Premises (Notice Not Required Prior to Towing Thereof). Any towing is at the vehicle owner or operator's expense.
 - (d) **PARKING PERMITS:** Lessee's employees shall be allowed to purchase University of Wyoming parking permits like UW employees for its UniWyo Branch Office on Lessor's campus. Lessee shall also be allowed to use up to 30 parking spaces in Lessor's Admin Office Annex Building parking lot, designated as "UniWyo Employee Parking" in the area as shown on Exhibit B, attached hereto. Lessee shall be allowed to use the designated "UniWyo

Employee Parking” parking spaces upon appropriate payment to Lessor for the number of annual purchased permits to be issued to Lessee. Vehicles not displaying UniWyo Employee parking tags or not parked in the designated area will be subject to ticketing by University of Wyoming Transit and Parking Services.

- (e) **SIGNS:** No sign, advertisement, or other lettering shall be painted, affixed, or exposed on the windows or doors or any part of the outside of the building or premises without prior written consent of Lessor. All identification signs shall be keeping with the overall standards and regulations of the Lessor.
- (f) **FIXTURE MOVEMENT:** Lessee agrees that all furniture, fixtures, and goods will be moved by Lessee if such moving is necessary for purposes of building construction, repair, and/or maintenance, provided Lessee has been notified in advance, unless there is an emergency and advance notification is not possible.
- (g) **LOCKS:** No additional locks will be placed on any of the doors in the building, or lock changes made, without Lessor’s prior written approval.
- (h) **ALCOHOLIC BEVERAGES:** The use, supply, or consumption of alcoholic beverages within the Premises is strictly prohibited except as expressly approved in advance by Lessor.

Article 10. RIGHT TO ENTER:

Lessor, its agents and representatives may at reasonable times during the day and night, with 24 hour prior written notice to Lessee, by way of mail, fax, or posting on Lessee's door of Premises, enter to view and inspect the Premises, or to make repairs, or to make such improvements or changes in the Premises as Lessor may deem necessary for the safe and efficient operation of the Premises. The right of entry reserved in the immediately preceding sentence shall not be deemed to impose any greater obligation on Lessor to maintain, repair or change the Premises than is specifically provided in this Lease. Notwithstanding anything to the contrary contained herein, the Lessor, its agents or representatives may at any time in case of emergency enter the Premises and do such acts as Lessor may deem proper in order to protect the Premises or occupants of the Premises.

Article 11. INSURANCE:

Section 11.01 Lessee shall, at all times during the term hereof and at its sole expense, keep in force, at its sole expense, general liability insurance, to include property damage and bodily injury; and, automobile liability insurance, covering any auto (owned, non-owned and hired), each with a minimum per occurrence limit of \$1,000,000 or as a combined single limit. It is understood and agreed that the LESSEE’s insurance coverage(s) are written on a primary basis and not contributing with and not in excess of any coverage(s), that LESSOR may carry. Lessee shall maintain workers’ compensation and employer’s stop gap liability coverage as required by Wyoming law.

Section 11.02 Lessor shall be named as an additional insured on all Lessee liability insurance policies required under this Lease. Coverage(s) may not be canceled, amended, or allowed to lapse without thirty (30) days advance written notice to Lessor by Lessee’s insurance carrier. Certificate(s) of insurance evidencing the coverage and requirements hereunder shall be submitted to the Lessor. All insurance must be placed with insurers licensed to do business in Wyoming and having an A.M. Best Company rating of no less than AVIII.

Section 11.03 Lessee understands that the risk of the loss of the personal property owned by or under the control of Lessee and located in the demised premises is solely the responsibility of Lessee and Lessor shall have no responsibility for loss of such

property regardless of cause. Lessee further acknowledges that in the event Lessee wishes to insure said property against loss, that Lessee shall have the sole responsibility of obtaining and paying for such insurance.

Section 11.04 Lessor shall procure and maintain all insurance it deems necessary for its protection. LESSOR shall carry insurance in accordance with LESSOR's normal risk management and insurance program.

Article 12. REPAIR:

Section 12.01 Major Repairs. Major building and facility repair and replacement means the repair or replacement of complete or major portions of building and facility systems at irregular intervals which is required to continue the use of the building or facility at its original capacity for its original intended use, including for compliance with the Americans with Disabilities Act, and is typically accomplished by contractors, with coordination and approval of Lessor, due to the personnel demand to accomplish the work in a timely manner, the level of sophistication of the work or the need for warranted work. Lessor shall inspect, maintain and repair the structural and mechanical parts of Premises, including the roof, exterior and interior walls, floors and ceilings, the HVAC system, and exterior window damage, to the extent such damage is not caused by Lessee, its employees, invitees or customers.

Section 12.02 Routine Maintenance and Repairs. Routine maintenance and repair means activities necessary to keep a building or facility in safe and good working order so that it may be used at its original or designed capacity for its originally intended purposes, including janitorial, and maintenance tasks done on a routine basis, and any routine tasks accomplished by contractors such as elevator or other specialized equipment or building system maintenance on a routine basis. Lessor shall maintain and repair the common areas of the building (including bathrooms) within Premises.

Section 12.03 Lessee shall keep the non-structural portions of the Premises, including any improvements made by Lessee, in good repair at Lessee's expense. "Non-structural" means any portion of the Premises not considered a major building system and which are not considered permanent fixtures. Lessee will keep the Premises clean and in good repair against physical damage, including the following: interior paint, ceiling tiles, floor coverings, wall coverings, lighting fixtures, door closures, and window glass within windows and doors located in the Premises.

Section 12.04 Specialized Equipment Maintenance. Specialized equipment maintenance means the activity necessary to keep systems installed, and utilized exclusively by the Lessee in safe and good working order in accordance with the systems original design and capacity. These systems are unique regarding their function, and maintenance or repair may be accomplished by contractors with coordination and approval of Lessor. Lessee's specialized equipment shall be maintained or repaired at the sole cost and expense of Lessee.

Article 13. CUSTODIAL & GROUNDS SERVICES:

Section 13.01 Lessor shall maintain and clean the common areas of the building (including bathrooms) and the grounds within Premises, including maintaining and plowing the driveways and parking areas and shoveling sidewalks. The custodial services within the areas utilized by the Lessee shall be cleaned by Lessor based on Level 2 Standards and periodic inspections will be conducted by qualified representatives for the Lessor and Lessee. The standards will be according to the Custodial Staffing Guidelines for Educational Facilities published by APPA (Association of Physical Plant Administrators).

Section 13.02 Lessor will provide custodial services between 8:00 am and 8:30, Monday through Friday. These times shall be consistent with normal operating hours of the Lessee.

Article 14. ALTERATIONS:

Section 14.01 Lessee will not make any alterations, additions, or improvements to the Premises without the written approval of the other Lessor. All alterations or additions which may be made by either of the parties hereto to the Premises shall remain upon and be surrendered with the Premises, as part thereof, at the termination of the Lease. Either party will not cause any lien to be filed or asserted against the Premises for any labor or material furnished to, or for the account of Lessor or Lessee, or claimed to have been so furnished in connection with any work performed or claimed to have been performed in, on or about the Premises.

Section 14.02 All alterations, additions, and improvements made to the Premises at the commencement of the current term, and those that may be erected or installed in any previous term, shall become part of the Premises, except that all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee and may be removed by Lessee in a workmanlike manner upon termination of this Lease.

Article 15. VANDALISM, MISUSE AND WASTE:

Section 15.01 Lessee shall be responsible for all costs of damage or destruction of Premises, determined as vandalism, and/or damage caused by Lessee, its agents, employees, or invitees. The cost to repair said vandalism or damage shall be the responsibility of Lessee. Lessee shall promptly repair the damage by or under the direction of the Lessor. If repairs are completed by the Lessor, Lessee shall be billed separately by the Lessor for the cost of any vandalism or damage that is Lessee's responsibility, and said bill shall be paid by Lessee within thirty (30) days of receipt thereof.

- (a) The term "vandalism" as used herein shall be defined to mean the knowing defacement, injury, or destruction of Lessor or Lessee's property without the consent of Lessor or Lessee.
- (b) By curing damage or vandalism, the life of the damaged component is neither renewed nor prolonged; it is simply restored to its condition prior to damage.

Section 15.02 Lessee shall pay to Lessor, within thirty (30) days of written request an amount equal to any cost incurred by Lessor in repairing the Premises and public areas of the Premises where such repairs were made by the negligence of, or misuse by, Lessee, its agents, its customers, its employees or its invitees.

Section 15.03 Lessee shall conserve heat, air conditioning, water, and electricity and shall use due care in the use of the Premises. Without qualifying the foregoing, Lessee shall not neglect or misuse water fixtures, electric lights and heating and air conditioning apparatus. Lessee shall pay promptly to Lessor, upon demand, an amount equal to any cost incurred by Lessor in repairing the Premises where such repair was made necessary by the negligence of, or misuse by Lessee or an employee, customer or invitee of the Lessee, or by reason of any open window in the Premises. Lessee shall promptly notify the Lessor of any damage to or defective condition existing in the Premises from time to time.

Article 16. TEMPORARY INTERRUPTION OF SERVICES:

Lessor shall not be liable to Lessee, its agents, employees, representatives, customers, or invitees for any inconvenience, loss or damage or for any injury to any person or property caused by or resulting from any casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Lessor's reasonable

control or from any temporary failure or lack of services. No variation, interruption or failure of services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes picketing, accidents, breakdowns or any cause beyond Lessor's reasonable control or temporary failure or lack of services shall be deemed constructive eviction of Lessee or relieve Lessee from any of Lessee's obligations.

Article 17. DEFAULT: In the event there is a default by Lessee with respect to any of the provisions of this Agreement or its obligations hereunder, including the payment of rent, Lessor shall give Lessee written notice of such default. After receipt of such written notice, Lessee shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided Lessee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessor may not maintain any action or effect any remedies for default against Lessee unless and until Lessee has failed to cure the same within the time periods provided in this paragraph.

Article 18. LESSEE TO SURRENDER PREMISES:
Upon the expiration or the termination of this Lease, Lessee shall, at Lessee's expense, remove Lessee's personal property and deliver the Premises to Lessor, peaceably and quietly, in as good order and condition that existed prior to commencement of this Lease, reasonable wear and tear excepted. Lessee shall remove all of Lessee's personal property, including but not limited to, moveable trade fixtures, specialized equipment, furniture and furnishings in an workmanlike manner so as to minimize damage to the Premises. Any property left in the Premises after the expiration or termination of this Lease shall be deemed to have been abandoned by Lessee and shall become the property of Lessor.

Article 19. WAIVER OF SUBROGATION; FIRE OR OTHER CASUALTY:

Section 19.01 If the Premises is damaged or destroyed in a manner caused by Lessor; then Lessor, its agents, employees, representatives and invitees are hereby released from any liability by reason thereof, but only to the extent of insurance proceeds realized by Lessee as a result of such damage or destruction. In no event shall any such release be applicable if to do so would work in contravention of any requirement in an applicable policy of insurance to the effect that if the insured waives subrogation, coverage is or may be void.

Section 19.02 If the Premises is damaged or destroyed by fire or any no fault cause, Lessor, its agents, employees, representatives and invitees are hereby released from any liability by reason thereof.

Section 19.03 In the case of damage or destruction of the Premises which will prohibit Lessee from using the Premises, regardless of the cause, Lessor shall notify Lessee of the estimated time for repair or replacement. If the repair or replacement required to allow Lessee use of the Premises is estimated to exceed 120 days, Lessee shall have the right to terminate this contract upon no less than 30 days notice to Lessor.

Article 20. WAIVER:

Failure of Lessor or Lessee to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained shall not be construed as a waiver, or relinquishment for the future of such term covenant, condition, or option, but the same shall continue and remain in full force and effect. The receipt by Lessor of Payments with knowledge of a breach in any terms, covenants or conditions of this Lease

to be kept or performed by Lessee shall not be deemed a waiver of such breach, and Lessor shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Lessor.

Article 21. NOTICE:

Any notice or termination by the parties requiring verification by signing authority must be served by certified mail, postage prepaid and return receipt requested. For purposes of notification under the terms of this Lease:

Lessor's business address is:

UW Real Estate Operations
Dept. 4308
1000 E. University Ave.
Laramie, WY 82071
PH: (307) 766-2936/2937

Lessee's business address is:

President – UniWyo Federal Credit Union
2020 Grand Avenue, Suite 100
Laramie, WY 82070
PH: (307) 721-5611

Article 22. EXPENSES AND ATTORNEY'S FEES:

If suit shall be brought by either Lessor or Lessee arising out of the terms and provisions of this Lease, or because of the breach of any covenant herein contained on the part of Lessor or Lessee, the prevailing party shall recover all expenses incurred therefore, including reasonable attorneys' fees, unless prohibited by law.

Article 23. QUIET ENJOYMENT:

If and so long as Lessee keeps and performs each and every covenant and condition herein contained or to be kept and performed, on part of Lessee, Lessee shall quietly enjoy the Premises without hindrance by Lessor, except as may be reasonable and/or necessary to Lessor's obligations under this Lease

Article 24. GOVERNMENTAL:

Section 24.01 Indemnification. Lessee shall defend, indemnify and hold harmless the State of Wyoming, the University of Wyoming, its Trustees, officers, agents, employees and representatives from any and all claims for loss or damage to property or personal injury or death to persons, including costs, expenses and reasonable attorney fees, arising from the negligent or wrongful acts or omissions of Lessee, its officers, agents, employees and representatives.

Section 24.02 Sovereign Immunity. The University of Wyoming does not waive sovereign and/or governmental immunity by entering into this Lease and retains all immunities and defenses provided by law with regard to any actions or claims based on this agreement.

Section 24.03 Governmental Claims. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

Section 24.04 Interpretation. The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

Section 24.05 Equal Employment Opportunity. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

Contractors are notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(d); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action and posting requirements. If applicable, **this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

Section 24.06 Handicapped Accessibility. The Buildings and Grounds will be in compliance with the Americans with Disabilities Act (ADA) § 42 U.S.C. 121 et seq. Should future modifications to the Buildings and Grounds be necessary to remain in compliance with ADA or other similar laws, Lessor will be allowed to make such modifications.

Article 25. MISCELLANEOUS:

Section 25.01 No Joint and Several Liabilities. It is understood and agreed that Lessee is a separate entity from Lessor. This co-occupancy between Lessor and Lessee of the Premises does not in any way create joint and several liabilities on behalf of either party for the negligent or intentional actions of the other party.

Section 25.02 Successors and Assigns. This Lease and the terms and conditions hereof apply to and are binding on the successors, assignees, and employees of both parties.

Section 25.03 Entirety of Lease. This Lease, along with any exhibits or attachments incorporated herein, contains the entire Lease between the parties and supersedes all prior negotiations, representations, or contracts, whether written or oral. This Lease may only be modified by mutual written agreement signed by both parties.

Section 25.04 Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity, the status of third party beneficiary, and this Lease shall not be construed to create such status. The parties to this lease intend and expressly agree that only the parties to this Lease shall have any legal or equitable rights to seek to enforce this Lease; to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease; or to bring an action for the breach of this Lease.

Section 25.05 Severability. If any term or provision of this Lease shall be judicially determined to be illegal or unenforceable, the remainder of this Lease shall not be affected and shall remain in full force and effect.

Section 25.06 Miscellaneous. The exhibits attached to this Lease Agreement are hereby declared to be a part of this Lease Agreement to the same extent and in the same manner as if the provisions thereof were actually embodied in this Lease Agreement.

Section 25.07 No Presumption Against Drafter. Lessor and Lessee agree both participated in the drafting of this Lease Agreement and therefore no presumption shall arise in the construction or interpretation of this Agreement that one party was the drafter. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

IN WITNESS HEREOF, the parties to this Lease, through their duly authorized representatives, have executed this Lease on the day and year first above written.

LESSOR:

Trustees of the University of Wyoming

William Mai Date
Interim Vice President for Administration

LESSEE:

UniWyo Federal Credit Union

 6/4/20

David Krause Date
President