

REPURCHASE AGREEMENT

CUSTOMER:

Muskogee County District #1
3000 North St.
Muskogee, OK 74403

DEALER:

Yellowhouse Machinery Co.
1100 W Wekiwa Rd.
Sand Springs, OK 74063

MAKE/MODEL: 2022 JOHN DEERE 670G MOTOR GRADER**S/N: 1DW670GPJNF713115****HOURS AT DELIVERY: 4****DELIVERY DATE: 1-24-2022****INITIAL PURCHASE PRICE: \$263,974.32****REPURCHASE OPTION PRICE: 5 YEAR, 7,000 HOURS, \$131,503.20****Expiration Date: UPON THE 60TH MONTH LEASE PURCHASE PAYMENT TERMINATION**

Re: Sourcewell (670G Motor Grader)

Provisions for Buyback or Lease Return on above contract beginning on January 24th, 2022 for New Motor Grader

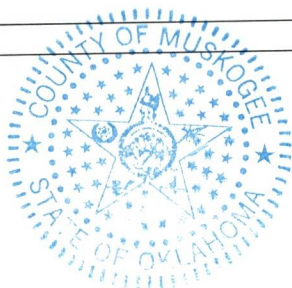
- 1.) Customer (Muskogee County District 1) will:
 - a.) Maintain Machine as Directed by operators manual.
 - b.) Be responsible for-
 - 1.) Rubber (Wipers, Engine-belts, Hydraulic Hoses).
 - 2.) Ground Engaging Tools (Cutting Edges, Teeth).
 - 3.) Glass, Lights, Bulbs, Batteries, Mirrors, & Fuses.
 - 4.) **Must Use John Deere Filters, Parts, & Recommended Oil.**
 - 5.) Must keep complete service Records.
 - c.) Be Limited to **7,000 hours** of usage.
 - d.) Return machine with lights, glass & mirrors intact working & unbroken
 - e.) Return machine with no sheet metal damage, broken, or Missing bolts.
 - f.) Return machine with new ground engaging tools (Cutting Edges, Teeth).
 - g.) Return machine with new tires of the same brand, tread design, ply rating, and/or style as originally equipped.
 - h.) The Machine will be covered with all risk insurance coverage and will name the dealer and assignee as loss payee. Vendor and assignee will retain a copy of the insurance endorsement.
 - i.) The County will also be responsible for any repairs due to abuse, accident, neglect or acts of GOD.
- 2.) Dealer agrees to accept return from Customer, upon Customer's written request by certified mail no later than 30 days prior to the expiration of this Agreement, the equipment identified above, at hours use indicated above (excluding hours at delivery) or the Expiration Date shown above, whichever occurs first, provided Customer has fulfilled all of the obligations set forth herein, and provided the equipment is delivered to Dealer free and clear of any lien, security interest, or other interest or claim of any third party.
- 3.) If Customer requests return within the time provided above and has fulfilled all obligations set forth above, Dealer will perform a final inspection of the equipment and furnish to Customer a report of its findings. Customer agrees to repair or have repaired any deficiencies identified in the report, at Customer's expense, except to the extent they are covered by warranty.
- 4.) If any of the provisions listed above are not fully met, the Repurchase option is null and void, leaving dealer released of all obligations to repurchase machine. Dealer also is relieved of its obligations hereunder if the equipment is altered or modified in ways not approved by the manufacturer, or if its hour meter is rendered inoperative or otherwise tampered with.
- 5.) These provisions shall become a binding part of the bid, if we are awarded the contract. Please sign below for acceptance.
- 6.) Customer may not assign its rights under this Agreement.

SIGNED: _____

Customer: Muskogee County District 1

Title: _____

Date: _____



Dealer: Yellowhouse Machinery Co.

Title: _____

Date: _____

Date: 18th day of Jan 2022Chairman [Signature]Member [Signature]Member [Signature] Ken DukeAttest [Signature]

County Clerk