



Motor Carrier Attachment –Lease Agreement

between Shamrock Dairy and UDA

Phoenix, AZ

HWY21MH008

(18 pages)

MASTER SUB-LEASE AGREEMENT

This Master Sub-Lease Agreement ("Agreement") is made this 22 day of Feb., 2018, between Shamrock Transportation Leasing Company, an Arizona corporation having its principal place of business at 3900 E. Camelback Road, Suite 300, Phoenix, Arizona 85018 ("SUB-LESSOR"), and, United Dairymen of Arizona, an Arizona cooperative marketing corporation ("SUB-LESSEE").

1. SUB-LEASE.

This Agreement sets forth the terms and conditions pursuant to which the SUB-LESSOR shall lease to -SUB-LESSEE, and SUB-LESSEE shall lease from SUB-LESSOR, various items of personal property (collectively the "Equipment" or individually an "Item") described in the listing of equipment attached to this Sub-Lease Agreement as Exhibit A. Each piece of Equipment named on the attached Exhibit A incorporates the terms and conditions of this Sub-Lease Agreement and shall constitute a separate, distinct and independent Sub-Lease and contractual relationship between SUB-LESSOR and SUB-LESSEE. The term "Sub-Lease" shall refer to the individual items in Exhibit A and this Sub-Lease Agreement collectively. By execution of this Agreement, the parties agree to the terms and conditions pursuant to which Equipment may be leased f by SUB-LESSOR to SUB-LESSEE.

2. THE EQUIPMENT.

SUB-LESSOR, at the express request of SUB-LESSEE, has ordered or shall provide the Equipment set forth on Exhibit A.

SUB-LESSEE shall be solely responsible to inspect the Equipment and to accept it pursuant to the terms of this Sub-Lease.

3. TITLE.

(a) Each Item of Equipment shall remain personal property, and title thereto shall remain solely in SUB-LESSOR. SUB LESSEE shall keep the Equipment free from any liens, claims or encumbrances of any kind whatsoever and shall give SUB-LESSOR immediate notice of any attachment on or other judicial processes or proceedings affecting the Equipment.

(b) At least ninety (90) days prior to the expiration of this Lease, as identified on Exhibit A and in conjunction with the expiration dates associated with each piece of equipment, SUB-LESSOR shall notify SUB-LESSEE of the expiration date. At least thirty (30) days prior to the expiration of this Sub-Lease, or any renewal thereof, SUB-LESSEE shall return the Equipment to SUB-LESSOR. Should SUB-LESSEE wish to renew the Lease Terms, the Parties will negotiate in good faith in a new Lease Agreement. Upon expiration or termination of this Lease, the Equipment shall be returned to SUB-LESSOR, within ten (10) days to SUB-LESSOR'S offices as indicated above, at SUB-LESSEE'S sole expense and in the same condition as when received by SUB-LESSEE, reasonable wear and tear resulting from proper use excepted. All replacement parts, additions and accessories incorporated in or affixed to the Equipment upon or after the commencement of this Lease shall become the property of SUB-LESSOR.

4. TERMS AND CONDITIONS.

Subject to the terms and conditions hereof, SUB-LESSOR leases to SUB-LESSEE and SUB-LESSEE absolutely and unconditional, agrees to hire and lease from SUB-LESSOR each and every Item of Equipment listed in Exhibit A. This Lease is irrevocable for its full Initial Term. If more than one SUB-LESSEE is named in this Lease, the liability of each shall be joint and several. SUB-LESSOR covenants that so long as SUB-LESSEE is not in default under this Lease, SUB-LESSOR shall not interfere with SUB-LESSEE'S right to quiet possession of the Equipment.

5. INITIAL TERM OF LEASE.

The Initial Term of the Lease for an Item of Equipment shall commence on the date of SUB-LESSEE'S execution of this Sub-Lease Agreement. The Initial Term of the Lease shall run for the terms stated in the attached Exhibit A for each piece of equipment.

6. ASSIGNMENT.

(a) Neither this Lease nor SUB-LESSEE'S rights hereunder shall be assignable in whole or in part by SUB-LESSEE without SUB-LESSOR'S prior written consent, and the provisions of this Lease shall bind any permitted successors and assigns of SUB-LESSEE. Notwithstanding SUB-LESSOR'S consent, no permitted assignment shall relieve SUB-LESSEE from any of its obligations under this Lease.

(b) SUB-LESSOR shall have the right to assign this Lease or any part thereof absolutely or as collateral security. Upon receiving notice of any assignment by SUB-LESSOR, SUB-LESSEE shall acknowledge the assignment and make payments as directed. Following any such assignment, the term "SUB-LESSOR" shall be deemed to include or refer to SUB-LESSOR'S assignee, provided that if the assignment is a collateral assignment, the assignee shall not be deemed to assume any obligation or duty imposed upon SUB-LESSOR under this Lease, and SUB-LESSEE shall look only to SUB-LESSOR for performance thereof.

(c) If SUB-LESSOR assigns this Lease in whole or in part, assignee's rights, title and interests shall not be subject to any abatement, deferment, reduction, defense, set-off, counterclaim or recoupment which may arise out of SUB-LESSOR'S acts or omissions, termination of the Lease, or any other event including, but not limited to, defect in the Equipment, the condition, design, operation or fitness of use thereof, or any loss or destruction of obsolescence of the Equipment or any part thereof, SUB-LESSEE'S loss of use of the Equipment, the interference with such use by any person or entity, or for any other cause whether similar or dissimilar to the foregoing. All rents due hereunder shall be payable to the assignee by SUB-LESSEE. On receipt of notification of such assignment and subject to its rights hereunder, SUB-LESSEE shall become the pledgeholder of the Equipment for and on behalf of the assignee and will relinquish possession only to the assignee or pursuant to its written order.

(d) In the event of any assignment by SUB-LESSOR and upon request, SUB-LESSEE shall promptly submit to SUB-LESSOR such documents as may be reasonably required by the assignee to secure and/or complete such assignment. SUB-LESSEE shall send copies of any notices which are required hereunder to be sent to SUB-LESSOR to the assignee as well as to SUB-LESSOR, and SUB-LESSEE shall not permit this Lease to be amended or any provision hereof to be waived without prior written consent of the assignee.

(e) SUB-LESSEE is further directed that in the event of an assignment of this Lease by SUB-LESSOR, or SUB-LESSOR'S assignee shall have all SUB-LESSOR'S right and power to compromise, settle, extend or otherwise negotiate the terms of payment under this Lease.

7. DISCLAIMER.

(a) SUB-LESSOR, NOT BEING THE MANUFACTURER OR VENDOR OR MERCHANT OR SUPPLIER OF THE EQUIPMENT NOR THEIR AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY, WORKMANSHIP, PERFORMANCE OR CAPACITY OF THE EQUIPMENT, THE COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO OR ANY GUARANTY OR WARRANTY AGAINST PATENT OR COPYRIGHT INFRINGEMENT OR LATENT DEFECTS. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE SUB-LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. SUB-LESSEE IS TAKING THIS EQUIPMENT "AS-IS" AND AGREES THAT SUB-LESSOR SHALL NOT BE RESPONSIBLE FOR ANY WARRANTY CLAIM.

(b) LESSEE ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT IT HAS SELECTED THE EQUIPMENT BASED ON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON STATEMENTS MADE BY THE SUB-LESSOR.

SUB-LESSOR hereby assigns to SUB-LESSEE, to the extent assignable, all express or implied manufacturers' and suppliers' warranties regarding the Equipment. With respect to any such warranty rights which are not assignable, SUB-LESSOR hereby appoints SUB-LESSEE as its agent and attorney-in-fact for the purpose of enforcing such warranty rights at SUB-LESSEE'S expense. SUB-LESSOR'S sole obligation to the SUB-LESSEE with regard to any warranties, agreements or representations concerning the delivery, quality or performance of the Equipment is to permit the SUB-LESSEE to assert in its own name any warranties, agreements or representations regarding the Equipment which may have been made to SUB-LESSOR by a supplier or manufacturer of the Equipment.

8. LOCATION AND USE.

SUB-LESSEE shall keep the Equipment at its place of business as specified in Exhibit A and shall not remove the Equipment without prior written consent of SUB-LESSOR which shall not be unreasonably withheld. SUB-LESSEE covenants not to allow the use of the Equipment by other than employees of SUB-LESSEE unless SUB-LESSEE'S insurance under paragraph 12 hereof covers such usage. SUB-LESSEE covenants and warrants that, during the term hereof, the Equipment shall at all times be used and operated in compliance with the laws of the jurisdiction in which it is located, and with the provisions of all applicable insurance policies and manufacturers' operation manuals, and in compliance with all acts, rules, regulations or orders of any administrative or governmental body having authority to regulate the use or operation of the Equipment.

9. SUBLEASE.

SUB-LESSEE may not sublease the Equipment. Any attempted sublease shall be null and void at its start.

10. REPAIRS.

At its own expense, SUB-LESSEE shall keep the Equipment in good repair, condition and working order in compliance with all manufacturers' maintenance and warranty requirements and to that end shall furnish all required labor, parts, mechanisms and devices. SUB-LESSOR shall not be obligated to make any repairs or replacements.

11. RISK OF LOSS.

(a) SUB-LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of Equipment, whether partial or complete, from any cause whatsoever following delivery of the equipment. No loss, theft, damage or destruction of Equipment shall relieve SUB-LESSEE of the obligation to pay rent or any other obligation of this Lease, and except as provided below and this Lease shall remain in full force and effect. SUB-LESSEE shall promptly notify SUB-LESSOR in writing of any such loss, theft, damage or destruction of the Equipment. SUB-LESSOR shall not be liable to SUB-LESSEE for any loss, damage or expense of any kind or nature, caused directly or indirectly by any item of Equipment or by the use, maintenance, repair, failure, destruction or damage of any item of Equipment.

(b) In the event of damage of any kind whatsoever to any item of Equipment (unless the same is damaged beyond repair), SUB-LESSEE, at the option of the SUB-LESSOR, shall at SUB-LESSEE'S expense (i) place the same in good repair, condition and working order, or (ii) replace the same with like Equipment of the same or a later model, and in good repair, condition and working order and provide SUB-LESSOR good and valid title thereto.

(c) If the Equipment, or any item thereof, is determined by SUB-LESSOR to be lost, stolen, destroyed or damaged beyond repair, SUB-LESSEE at the option of SUB-LESSOR, shall immediately (i) at SUB-LESSEE'S expense replace the same like Equipment of the same or a later model, in good repair, condition and working order and provide SUB-LESSOR good and valid title thereto or (ii) pay to SUB-LESSOR an amount equal to

the unpaid balance of the rent and any other sums then due or past due plus the Stipulated Loss Value attributable to the Item or the Equipment (as set forth on Attachment 1 to the Equipment Schedule) calculated on the Rent Due Date immediately preceding the date of the loss. Upon such payment, this Lease shall terminate with respect to the Equipment or Items thereof so paid for, and SUB-LESSEE thereupon shall become entitled to those Items or the Equipment paid for "as-is-where-is," without recourse or warranty, express or implied, with respect to any matter whatsoever.

(d) To the extent of SUB-LESSEE'S expenses actually incurred to repair or replace the Equipment or Items thereof or of SUB-LESSEE'S payment to SUB-LESSOR for the loss, theft, damage or destruction of the Equipment or Items thereof, SUB-LESSEE shall then be entitled to receive from SUB-LESSOR any insurance or recovery received by SUB-LESSOR in connection with such loss, theft, damage or destruction, and any amounts of insurance or recovery received by SUB-LESSOR in excess of SUB-LESSEE'S expenses actually incurred or payment to SUB-LESSOR shall be applied by SUB-LESSOR against rental payments under this lease.

12. INSURANCE.

(a) At its sole expense, SUB-LESSEE shall secure and maintain in full force and effect throughout the term of the Lease and any extensions or renewals thereof, insurance against all risks including but not limited to theft, damage or destruction of the Equipment in an amount equal to the Stipulated Loss Value (as set forth on Attachment 1), written in the broadest form available on usual commercial terms and with carriers acceptable to SUB-LESSOR. SUB-LESSEE is required to carry collision insurance on motor vehicles. SUB-LESSEE shall also maintain public liability insurance satisfactory to SUB-LESSOR and with at least the minimum limits set forth on the Schedule. INSURANCE. SUB-LESSEE shall maintain insurance as provided in Section 14 of the Master Lease Agreement. The required public liability policy shall have limits of at least [REDACTED] or each person, [REDACTED] for each occurrence, and [REDACTED] for claims of property damage.

(b) SUB-LESSEE shall maintain a loss payable endorsement on all such policies in favor of SUB-LESSOR and its successors and assigns and shall afford to SUB-LESSOR and its successors and assigns such additional protection as SUB-LESSOR and its successors and assigns shall reasonably require. All such insurance policies shall name SUB-LESSOR, its successors and assigns, as additional insureds and expressly provide that any obligations imposed upon the insureds (including, without limitation, the obligation to pay premiums) shall be the obligations solely of SUB-LESSEE and not the obligations of SUB-LESSOR, its successors and assigns. Each policy shall expressly provide that (1) the insurance as to SUB-LESSOR and its successors and assigns shall not be invalidated by any act, omission or neglect of SUB-LESSEE, and (2) the insurance shall be primary without right of contribution of any other insurance carried by or on behalf of SUB-LESSOR with respect to its interests.

(c) SUB-LESSOR and its successors and assigns shall apply the proceeds of insurance to replace or repair the Equipment or if the proceeds are not sufficient to complete the repairs or replace the equipment, as the case may be (unless SUB-LESSEE provides to SUB-LESSOR in cash all additional funds necessary to complete the repairs or replace the equipment within four (4) business days after notice by SUB-LESSOR that such proceeds are insufficient), or if SUB-LESSEE is in default hereunder such proceeds shall be applied to satisfy SUB-LESSEE'S obligations hereunder. If SUB-LESSEE fails to pay when due any insurance premium for any policy written hereunder, then SUB-LESSOR may make such premium payment and add the amount thereof to the next rent payment, and such premium amounts shall become rent.

13. MAINTENANCE & REPAIR

(a) Sub-Lessee at all times will maintain the Equipment in a condition and manner suggested by the original manufacturer as required to validate any warranty.

(b) Sub-Lessee will use only original manufacturer's approved replacement parts and components in the maintenance and repair of the Equipment.

(c) Sub-Lessee will maintain current maintenance and repair records for the Equipment in a usable manner and give to Lessor upon return of the Equipment.

(d) Sub-Lessee will at all times maintain the Equipment in good operational condition and appearance. Lessee will not maintain the Equipment differently than Sub-Lessee maintains Equipment of a similar type that it owns.

14. RETURN CONDITIONS: Upon return of the Equipment to Sub-Lessor:

(a) The Equipment will be in a condition whereby it can be put immediately into service in its original designated function and capacity and will pass a current D.O.T. exam.

(b) All tires will have matched original casings and original tread design free of cracks, cuts, cups, gouges or rips, and with a minimum .12/32" useable tire tread remaining.

(c) All air and fluid lines will be free of any leaks, cuts and cracks and the controls will operate as designed.

(d) The engine must have been maintained in accordance with manufacturer's recommendations including with respect to diesel engines, overhauling as required. At the time of re-delivery the engine must have at least fifty (50%) percent time remaining before the next overhaul or replacement as recommended by the engine manufacturer and published in standard maintenance manuals. The engine must operate at a minimum of 80% of the original manufacturer's rated horsepower after allowing for driveline losses to determine that these specifications have been met satisfactorily, the engine shall be subjected to a manifold pressure test, an oil analysis test, a dynamometer test, blowby, turbo boost, and exhaust backpressure tests. All tests shall be performed by a factory-authorized service center approved by Lessor.

(e) Clutches, transmission and front and rear axles must be roadworthy and free from defects with no visible bends, cracks, and leaks. The driveline must be free of noise, vibration, and excessive free-play in u-joints. No wheel or pinion seals are to be leaking.

(f) Brakes will hold the Equipment as specified by original manufacturer without fading. No heat discoloration or warpage on brake cylinders, disks, wheels or pads and brakes will have 50% of new lining remaining and must pass DOT inspection.

(g) Radiator and cooling system will be free of leaks, punctures or holes and be able to maintain the Equipment in normal operating temperature range as specified by the original manufacturer.

(h) All shocks, springs, air ride suspension and coils will be in good operating condition and meet original manufacturer's specifications.

(i) All glass will be free of cracks, chips and intact and operational as originally designed.

(j) Body damage must not exceed [REDACTED] total per unit, including sheet metal, bumper, grill, fuel, tanks, fairings, dents, rust damage and paint will be in good condition, free of excessive damage.

(k) Lessee logos and all applied identification will be removed without damage so as to not detract from

(l) the overall paint and appearance of the tractor.

(m) The interior will be in good and clean condition with seats, floor mats and upholstery being free of cuts, tears, holes, burns, stains or rips. There will be no offensive odors.

15. REFRIGERATION UNIT (where this may apply)

(a) Thirty days prior to termination, Lessee must have a factory authorized Thermo King or Carrier dealer for inspection completed. The inspection should involve all necessary preventative maintenance required, based on the number of hours on the unit. At this time, any and all deficiencies must be corrected. The lessee must return the trailer with a Thermo King or Carrier dealer summary of all maintenance work performed and detail of any corrective action taken to keep the unit in proper working order.

(b) The refrigeration/compressor system will operate to manufacturer's original specifications and will be free of any leaks (ideal and operating) and will meet then current federal, state and local regulatory compliance standards. The refrigeration/compressor system must have been maintained in accordance with manufacturer's recommendations, including overhauling as required. At the time of return the refrigeration system must have at least fifty (50%) percent time remaining before the next overhaul or replacement as recommended by the refrigeration unit manufacturer and published in standard maintenance manuals. All tests shall be performed by a factory-authorized service center approved by Lessor.

(c) The engine will operate to manufacturer's original specifications, will meet current smoke emissions standards and will be free of any fluid leaks. At the time of return, the engine must have at least 50% useful life remaining before the next overhaul. The engine shall be subjected to, but not limited to, manifold pressure, oil analysis, blowby, and exhaust back pressure test that show wear that does not exceed the manufacturer's then current standards of normal use. All tests shall be performed by a factory-authorized service center, at Lessee's expense and in accordance with the manufacturer's then recommended standards and procedures. If the test is unsatisfactory, Lessee will repair the Equipment such that a satisfactory test is achieved.

16. FLOORS.

A floor section must cover a minimum of four crossmembers. The joints of floor section must be caulked and all boards in the floor staggered.

17. DOORS.

Broken or bowed door panels must be replaced. Corner sections not exceeding 18" maximum are allowed. Each section must be properly reinforced with an inner steel reinforcement and an outer reinforcement matching the existing door skin. Cuts or scrapes puncturing the outer aluminum skin must be sealed or patched. Self-sealing pull type rivets are allowed. Sectioned door seal is not allowed; all damaged seal must be replaced. No door sections are allowed on refrigerated vans.

18. TITLING & REGISTRATION.

SUB-LESSEE shall, at its own expense, title, license and register each piece of Equipment with the laws of any jurisdiction where the Vehicle may be operated and in such a manner as shall protect the ownership of SUB-LESSOR. SUB-LESSEE will, at its own expense, obey the instructions of SUB-LESSOR as to the particular party in whose name a particular Equipment shall be titled, licensed and registered. SUB-LESSEE shall notify SUB-LESSOR of any re-titling or re-registration of an Equipment in a state other than that where such Equipment was initially titled or registered. If required by law or requested by SUB-LESSOR, SUB-LESSEE shall promptly deliver the Equipment to the nearest appropriate governmental agency for such inspection as may be required or requested. In the event this Sub-Lease Agreement is adjudged or determined not to be a sub-lease, then SUB-LESSOR's retention of Title to the Equipment shall be construed to be and SUB-LESSEE does hereby grant to SUB-LESSOR, a security interest in the Equipment. SUB-LESSEE hereby authorized SUB-LESSOR to insert the Equipment Identification Number provided by any equipment dealer for Equipment supplied by that dealer in such documents as may be appropriate to secure SUB-LESSOR's interests. SUB-LESSEE agrees to complete Attachment 2 for each piece of Equipment verifying the obligation to title and register the Equipment.

19. INSPECTION.

For the purpose of inspecting the Equipment, SUB-LESSOR may enter, at all reasonable business hours and with sufficient prior notice, upon any building or place where the Equipment is located.

20. EVENTS OF DEFAULT AND SUB-LESSOR'S REMEDIES.

Each of the following events shall constitute an event of default ("Event of Default") hereunder: (i)

SUB-LESSEE fails to pay any rent or other amount due hereunder within ten (10) days after receipt of written notice that SUB-LESSEE has failed to pay the same when due and payable; (ii) SUB-LESSEE fails to perform any other obligation or observe any condition of this Lease required to be performed or observed by SUB-LESSEE within thirty (30) days after receipt of written notice of such breach; (iii) any representation, warranty or statement made in writing to SUB-LESSOR in connection with the transaction contemplated under this Lease shall have been false in any material respect when made; (iv) SUB-LESSEE attempts to remove, sell, transfer, encumber, part with possession of, assign or sublet any Item; (v) SUB-LESSEE ceases doing business as a going concern; (vi) SUB-LESSEE applies for or consents to the appointment of a receiver, trustee, assignee, custodian or liquidator of its business or any substantial part of its property; (vii) SUB-LESSEE makes a general assignment for the benefit of creditors; (viii) SUB-LESSEE fails within sixty (60) days to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations under this Lease; (ix) SUB-LESSEE commences (as the debtor) a case in bankruptcy (including a petition for reorganization or arrangement) under the United States Bankruptcy Code or a proceeding under any state or federal insolvency law; (x) a case in bankruptcy or any other proceeding (including a petition for reorganization or arrangement) under the United States Bankruptcy Code or any case or proceeding under any other insolvency law shall be commenced against SUB-LESSEE (as the debtor) involuntarily or a decree or order for relief against SUB-LESSEE (as the debtor) shall be entered in any court of competent jurisdiction, and such case, proceeding or decree or order is not dismissed within sixty (60) days after such commencement or entry, or SUB-LESSEE shall consent to or admit the material allegations against it in any such case or proceeding; or (xi) a trustee, assignee, receiver, custodian or agent (however named) is appointed or authorized to take charge of any substantial part of SUB-LESSEE'S property.

Upon the occurrence of any Event of Default, SUB-LESSOR may declare the SUB-LESSEE in default. In the case of an Event of Default, SUB-LESSOR or its agents shall have the right, at their option, to exercise any or all of the rights and remedies available to a secured party under the Uniform Commercial Code and, in addition, to do any or all of the following: (i) to declare immediately due and payable without notice or demand to SUB-LESSEE an amount equal to the unpaid balance of rent and any other sums then due plus the Stipulated Loss Value of the Equipment (as set forth on Attachment 1), calculated on the Rent Due Date immediately preceding the date of the Event of Default; (ii) to sue for and recover from SUB-LESSEE an amount equal to the unpaid balance of rent and any other sums then due plus the Stipulated Loss Value calculated as specified in subparagraph (i) above; and/or (iii) to take possession of any or all Items of Equipment without demand or notice wherever the same may be located without any court order or other process of law. Upon taking possession of any or all Items of Equipment, SUB-LESSOR at its option may (A) lease repossessed Equipment or any part thereof to any third party on such terms and conditions as SUB-LESSOR may determine, or (B) sell the Equipment or any part thereof at public auction or at private sale. In the event SUB-LESSOR re-lets the repossessed Equipment, then SUB-LESSOR shall credit against the sum specified in subparagraph (i) above the present value of the aggregate of the rent to be received from the re-lease during the remaining term of this Lease (discounted at the rate of six (6) percent per annum), less expenses incurred in connection with such disposition. In the event SUB-LESSOR sells the repossessed Equipment, then SUB-LESSOR shall credit all amounts received from the sale, less expenses incurred in connection therewith, against the sum specified in subparagraph (ii) above. SUB-LESSEE hereby agrees to peacefully deliver the Equipment to SUB-LESSOR upon demand after an Event of Default is declared by SUB-LESSOR; SUB-LESSEE waives any and all damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this Lease and shall not relieve SUB-LESSEE of its original obligation hereunder unless SUB-LESSOR expressly so notifies SUB-LESSEE in writing.

In the event that either party takes any action to enforce the provisions of this Lease, the Prevailing party shall

be entitled to reimbursement for all costs and reasonable attorneys' fees incurred in connection with such action.

21. INDEMNIFICATION.

SUB-LESSEE shall indemnify and save SUB-LESSOR, its officers, employees, agents, successors and assigns, harmless from any and all claims, losses, damages, liabilities, demands, actions, proceedings, costs and expenses (including attorneys' fees, and costs of litigation and/or settlement) arising out of this Lease, or the transactions contemplated in this Lease or the Equipment including without limitation, its manufacture, selection, purchase, delivery, possession, use, operation, maintenance, leasing and return, and including the acts of SUB-LESSEE in failing to maintain the Equipment in good repair.

22. SUB-LESSEE REPRESENTATIONS.

SUB-LESSEE represents, warrants and agrees that: (i) SUB-LESSEE will not claim that it is the owner of the Equipment or that it is otherwise entitled to all or any of the Tax Benefits associated with this Sub-Lease Agreement; (ii) the Equipment will not require any improvements, modifications or additions (other than ancillary or incidental items of removable equipment) in order to be rendered complete for its intended use by SUB-LESSEE; (iii) the Equipment will not constitute "limited use property" with the meaning of Rev. Proc. 2001-28.

23. COUNTERPARTS.

With respect to each Lease, each Equipment Schedule shall be manually executed and each counterpart thereof shall be serially numbered. To the extent that an Equipment Schedule may constitute chattel paper (as defined in the Uniform Commercial Code), no security interest may be created through the possession of any counterpart of the Equipment Schedule other than the numbered counterpart stated thereon.

24. MISCELLANEOUS.

All notices relating hereto shall be mailed to SUB-LESSOR or SUB-LESSEE at its respective address shown above or at any later address last known to the sender.

If SUB-LESSOR supplies SUB-LESSEE with labels, SUB-LESSEE shall label any and all items of Equipment and shall keep the same affixed in a prominent place. Labels shall bear the legend "Property of Shamrock Transportation Leasing Company, SUB-LESSOR".

25. GOVERNING LAW.

This agreement shall be deemed to have been made in Maricopa County, Arizona, regardless of the order in which it is executed. This Lease shall be interpreted and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Arizona.

26. LITIGATION.

SUB-LESSOR and SUB-LESSEE agree that any action or suit in connection with this Lease shall be brought only in a court of record in Maricopa County of the State of Arizona, the parties hereby consenting to the jurisdiction of each thereof, and service of process may be made on the other party by serving the statutory agent of the Party. SUB-LESSOR hereby designates SUB-LESSEE at its address set forth above as agent for the purpose of accepting service of any process within the State of Arizona and, as agent, SUB-LESSEE agrees to forward by certified mail any process served upon it to SUB-LESSOR at its address set forth above.

27. SEVERABILITY.

If any provision or remedy set forth or provided in this Lease shall be invalid under any applicable law, such

provision or remedy shall be inapplicable and deemed omitted, but the remaining provisions, including the remaining remedies, shall be given effect in accordance with the manifest intent hereof.

28. ENTIRE AGREEMENT; WAIVER.

This Lease constitutes the entire agreement between the parties. No supplier or agent is authorized to bind SUB-LESSOR or to waive or modify any term of this Lease. No waiver by SUB-LESSOR of any provision shall constitute a waiver of any other matter. SUB-LESSOR'S failure at any time to require strict performance by SUB-LESSEE of any of the provisions hereof shall not waive or diminish SUB-LESSOR'S right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. SUB-LESSOR'S rights hereunder are cumulative and not alternative.

29. POWER OF ATTORNEY.

SUB-LESSEE hereby irrevocably appoints SUB-LESSOR as its lawful attorney and agent to execute financing statements on its behalf, and hereby further authorizes SUB-LESSOR to file on its behalf, at SUB-LESSEE'S expense, such financing statements in any appropriate public office for purposes of effectuating the terms of this Lease.

30. FURTHER ASSURANCES.

SUB-LESSEE shall execute and deliver to SUB-LESSOR such documents (including UCC financing statements and landlord or mortgagee consents or disclaimers) as SUB-LESSOR shall deem necessary or desirable for purposes of evidencing, protecting or recording the rights and interests of SUB-LESSOR in the Equipment or this Lease and in furtherance of the performance of the terms and conditions of this Lease. All reasonable expenses (including UCC search and filing fees) related thereto shall be paid by SUB-LESSEE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

SUB-LESSOR:

Shamrock Transportation Leasing Company

BY: [Redacted Signature]

NAME: W. Kent McClelland

TITLE: President & CEO

DATE: 2/28/18

SUB-LESSEE:

United Dairyemen of Arizona

BY: United Dairyemen of Arizona / Keith Murfield

NAME: [Redacted Signature]

TITLE: CEO

DATE: 2-22-18

ATTACHMENT 1
STIPULATED LOSS VALUES
UNDER
EQUIPMENT SCHEDULE NO. 1 DATED
BETWEEN
UNITED DAIRYMEN of ARIZONA AND SHAMROCK TRANSPORTATION LEASING COMPANY

STIPULATED LOSS VALUE: The Stipulated Loss Value of the Equipment or any Item thereof shall be an amount equal to the Cost of the Equipment or Item multiplied by the applicable percentage corresponding to the payment number as shown below, plus any previously unpaid Rent or other sums due on or before the date of payment to see attached ("Termination Payment Date").

(The Percentage Loss Value next to the corresponding Payment No. does not include the monthly rental for that period). See attached spreadsheets.

SEE ATTACHED STIPULATED LOSS VALUES

ATTACHMENT 2

TITLING EQUIPMENT AGREEMENT AND ACKNOWLEDGEMENT

The Equipment must be titled as follows:

Owner Name & Address:

Bank of America Leasing & Capital, LLC
2059 Northlake Parkway, 3 North
Tucker, GA 30084

PLEASE NOTE: The legal name of the Customer must be used on all title applications or documentation submitted to the State for titling purposes. AS AN EXCEPTION, the title may include the doing business as ("DBA") or trade name. If the DBA or trade name is to be listed on the certificate of title, the legal name must appear first followed by the DBA name or trade name (i.e. John Doe dba John Doe's Trucking).

Check the appropriate box below:

SUB-LESSEE will personally submit title work to the state for processing:

Titling agency or other third party will submit the title work to the state for processing

Party Responsible for Titling: United Dairymen of Arizona.

Contact Information for Titling Party:

Name _____
Street _____
City _____ State _____ Zip _____
Phone: _____
Fax _____
Email Address _____

By signing below, I agree (1) to title the Equipment as set forth above; (2) that even if not personally submitting the title work to the state, I am responsible for ensuring that the Titling Party designated above will apply for title(s) immediately upon disbursement of funds; (3) I have confirmed that the current party holding the original title(s) or Certificate(s) of Origin for the titled equipment referenced above will deliver them to my designated Titling Party immediately upon funding; and (4) Titling Party agrees to send a copy of the processed title application receipt as endorsed by the applicable State to the address set forth below within thirty business days of Titling and Registration:

Bank of America Leasing & Capital, LLC
2059 Northlake Parkway, 3 North
Tucker, GA 30084

SUB-LESSEE: UNITED DAIRYMEN OF ARIZONA

Signature _____

Keith Murfield CEO

Print Name & Title

Date

2-22-18



This Subleasing Consent and Amendment (this "Amendment") modifies and amends the terms of that certain Master Lease Agreement No. 36331, but only to the extent the same relates to Schedule No. 085 thereto, dated as of July 11, 2014 (collectively, the "Agreement"), by and between Shamrock Transportation Leasing Company ("Customer") and Bank of America Leasing & Capital, LLC ("BALC"). All capitalized terms used herein and not defined herein shall have the meanings set forth or referred to them in the Agreement. This Amendment shall be deemed a "Related Agreement" as defined in the Agreement, and is subject to all of the terms and provisions applicable to Related Agreements provided in the Agreement. Except as specifically set forth herein, all of the terms and conditions of the Agreement shall remain in full force and effect. To the extent that the provisions of this Amendment conflict with any provisions contained in the Agreement, the provisions of this Amendment shall control.

Customer desires to lease, sublease, rent or otherwise permit use of any item of Equipment in accordance with the terms and provisions hereof to one or more of the following persons or entities, or to such other persons or entities as may hereafter be approved in writing by BALC (each, a "Sublessee"):

: United DairyMEN OF ARIZONA

Customer and BALC hereby agree as follows:

1. Any provision of the Agreement to the contrary notwithstanding, Customer may lease, sublease, rent or otherwise permit use of each item of Equipment in the regular course of its business to a Sublessee in accordance with all of the terms and provisions hereof. Customer shall not enter into any written agreements with a Sublessee concerning the lease, sublease, rental or use of the Equipment (individually and collectively referred to hereinafter as a "Lease Agreement") which includes a purchase option or provides for a term of use in excess of any lease or financing term under the Agreement, or which is not a true lease or otherwise constitutes a lease intended as security or a lease which creates a security interest under the Uniform Commercial Code. Each Lease Agreement, and the rights of any Sublessee in and to the Equipment thereunder, shall be subject and subordinate to all of the rights, title and interests of BALC under the Agreement. Upon the request of BALC, Customer shall obtain Sublessee's written acknowledgement and agreement (pursuant to the terms of any Lease Agreement or a separate acknowledgment or agreement or otherwise) to the terms and provisions of the Sublessee Acknowledgment appearing at the end of this Amendment. No Lease Agreement shall relieve Customer from any of its obligations owing to BALC under the Agreement.

2. To further secure the payment and performance of all of Customer's Obligations (as defined in the Agreement), Customer hereby assigns and grants to BALC a continuing security interest in the Lease Agreement related to the equipment that is made part of the Sublease and all proceeds thereof, including proceeds in the form of goods, and all books and records regarding the foregoing, all of which shall constitute additional "Collateral" as defined in and subject to the terms and provisions of the Agreement. In furtherance thereof, Customer agrees, upon request of BALC, to deliver originals of each SubLease Agreement to BALC so that BALC shall be assured of perfection of its security interest therein by possession of all chattel paper forming a part of the Sublease Agreement, and to do, make, execute and deliver all such additional and further acts, assurances and instruments as BALC may require in order to vest in and assure to BALC its rights in each Lease Agreement. Each Lease Agreement and the Equipment is and shall be free and clear of all liens and encumbrances of any kind other than those provided herein and in the Agreement. Customer assigns only its rights and not its obligations under any Lease Agreement to BALC hereunder. Customer shall continue to be obligated to perform all of the contractual duties imposed on it set forth in any Lease Agreement.

3. It shall be an additional Event of Default under the Agreement if Customer fails to perform any of its duties or obligations in connection with any Lease Agreement, which failure continues for more than 10 days. Upon Customer's failure to pay or perform any of its Obligations owing to BALC, or the occurrence of an Event of Default under the Agreement, BALC: (a) may exercise all of the rights and remedies set forth in the Agreement; (b) shall have the right to notify any Sublessee under any Lease Agreement to make payments directly to BALC, and shall have full authority to sell, assign, sue for, collect or compromise payment of all or any part of the Collateral in the name of Customer or in its own name, or to make any other disposition of Collateral, or any part thereof; and (c) shall have, in addition to any other rights and remedies contained in this Amendment, the Agreement, all of the rights and remedies of a secured party under the Uniform Commercial Code and any applicable laws, all of which shall be deemed cumulative and not alternative and are not exclusive of any other remedies provided by law.

Dated as of: July 18, 2018

Bank of America Leasing & Capital, LLC

By: [Signature]

Name: Juliana C. McFadden

Title: Vice President

Customer: Shamrock Transportation Leasing Company

By: [Signature]

Name: W. Kent McClelland

Title: President & CEO

SUBLESSEE ACKNOWLEDGMENT

By its execution of the foregoing Amendment, each Sublessee acknowledges and agrees to the terms and provisions of the Agreement as amended hereby, and further acknowledges and agrees that: (i) the Equipment shall be used and operated by the Sublessee in accordance with the terms of the Agreement; (ii) Sublessee shall not enter into any Lease Agreement which includes a purchase option or provides for a term of use in excess of the any lease or financing term under the Agreement, or which is not a true lease or otherwise constitutes a lease intended as security or a lease which creates a security interest under the UCC; (iii) Sublessee shall perform all of its obligations under any Lease Agreement in accordance with the terms and provisions of this Amendment; (iv) the rights of each Sublessee in and to the Equipment shall be subject and subordinate to the rights of BALC under the Agreement as provided herein, and Sublessee shall not assert or claim any right, title or interest as the owner or holder of legal or equitable title to any Equipment; (v) Sublessee shall make payments under any Lease Agreement directly to BALC following receipt of written notice from BALC of the occurrence of an Event of Default under the Agreement; and (vi) any Lease Agreement and all of Sublessee's rights in and to the use and possession of the Equipment shall terminate, at the option of BALC, upon the expiration or earlier termination of the Agreement, by reason of the occurrence of an Event of Default under the Agreement or otherwise, and Sublessee shall thereupon return the Equipment to BALC in accordance with all of the terms and provisions of the Agreement.

Sublessee: United Datacenter of Arizona

Sublessee: _____

By: [Redacted Signature]

By: _____

Name: Keith M. Muffield
Title: CEO

Name: _____
Title: _____



This Subleasing Consent and Amendment (this "Amendment") modifies and amends the terms of that certain Master Lease Agreement No. 36331, but only to the extent the same relates to Schedule No. 089 thereto, dated as of October 27, 2014 (collectively, the "Agreement"), by and between Shanrock Transportation Leasing Company ("Customer") and Banc of America Leasing & Capital, LLC ("BALC"). All capitalized terms used herein and not defined herein shall have the meanings set forth or referred to them in the Agreement. This Amendment shall be deemed a "Related Agreement" as defined in the Agreement, and is subject to all of the terms and provisions applicable to Related Agreements provided in the Agreement. Except as specifically set forth herein, all of the terms and conditions of the Agreement shall remain in full force and effect. To the extent that the provisions of this Amendment conflict with any provisions contained in the Agreement, the provisions of this Amendment shall control.

Customer desires to lease, sublease, rent or otherwise permit use of any item of Equipment in accordance with the terms and provisions hereof to one or more of the following persons or entities, or to such other persons or entities as may hereafter be approved in writing by BALC (each, a "Sublessee"):

: United Dairyman of Arizona

Customer and BALC hereby agree as follows:

1. Any provision of the Agreement to the contrary notwithstanding, Customer may lease, sublease, rent or otherwise permit use of each item of Equipment in the regular course of its business to a Sublessee in accordance with all of the terms and provisions hereof. Customer shall not enter into any written agreements with a Sublessee concerning the lease, sublease, rental or use of the Equipment (individually and collectively referred to hereinafter as a "Lease Agreement") which includes a purchase option or provides for a term of use in excess of any lease or financing term under the Agreement, or which is not a true lease or otherwise constitutes a lease intended as security or a lease which creates a security interest under the Uniform Commercial Code. Each Lease Agreement, and the rights of any Sublessee in and to the Equipment thereunder, shall be subject and subordinate to all of the rights, title and interests of BALC under the Agreement. Upon the request of BALC, Customer shall obtain Sublessee's written acknowledgement and agreement (pursuant to the terms of any Lease Agreement or a separate acknowledgment or agreement or otherwise) to the terms and provisions of the Sublessee Acknowledgement appearing at the end of this Amendment. No Lease Agreement shall relieve Customer from any of its obligations owing to BALC under the Agreement.

2. To further secure the payment and performance of all of Customer's Obligations (as defined in the Agreement), Customer hereby assigns and grants to BALC a continuing security interest in the Lease Agreement related to the equipment that is made part of the Sublease and all proceeds thereof, including proceeds in the form of goods, , and all books and records regarding the foregoing, all of which shall constitute additional "Collateral" as defined in and subject to the terms and provisions of the Agreement. In furtherance thereof, Customer agrees, upon request of BALC, to deliver originals of each SubLease Agreement to BALC so that BALC shall be assured of perfection of its security interest therein by possession of all chattel paper forming a part of the Sublease Agreement, and to do, make, execute and deliver all such additional and further acts, assurances and instruments as BALC may require in order to vest in and assure to BALC its rights in each Lease Agreement. Each Lease Agreement and the Equipment is and shall be free and clear of all liens and encumbrances of any kind other than those provided herein and in the Agreement. Customer assigns only its rights and not its obligations under any Lease Agreement to BALC hereunder. Customer shall continue to be obligated to perform all of the contractual duties imposed on it set forth in any Lease Agreement.

3. It shall be an additional Event of Default under the Agreement if Customer fails to perform any of its duties or obligations in connection with any Lease Agreement, which failure continues for more than 10 days. Upon Customer's failure to pay or perform any of its Obligations owing to BALC, or the occurrence of an Event of Default under the Agreement, BALC: (a) may exercise all of the rights and remedies set forth in the Agreement; (b) shall have the right to notify any Sublessee under any Lease Agreement to make payments directly to BALC, and shall have full authority to sell, assign, sue for, collect or compromise payment of all or any part of the Collateral in the name of Customer or in its own name, or to make any other disposition of Collateral, or any part thereof; and (c) shall have, in addition to any other rights and remedies contained in this Amendment, the Agreement, , all of the rights and remedies of a secured party under the Uniform Commercial Code and any applicable laws, all of which shall be deemed cumulative and not alternative and are not exclusive of any other remedies provided by law.

Dated as of: Feb, 2018

Banc of America Leasing & Capital, LLC

By: [Signature]
Name: Julliana C. McFadden
Title: Vice President

Customer: Shanrock Transportation Leasing Company

By: [Signature]
Name: W. Kent McClelland
Title: President & CEO

SUBLESSEE ACKNOWLEDGMENT

By its execution of the foregoing Amendment, each Sublessee acknowledges and agrees to the terms and provisions of the Agreement as amended hereby, and further acknowledges and agrees that: (i) the Equipment shall be used and operated by the Sublessee in accordance with the terms of the Agreement; (ii) Sublessee shall not enter into any Lease Agreement which includes a purchase option or provides for a term of use in excess of the any lease or financing term under the Agreement, or which is not a true lease or otherwise constitutes a lease intended as security or a lease which creates a security interest under the UCC; (iii) Sublessee shall perform all of its obligations under any Lease Agreement in accordance with the terms and provisions of this Amendment; (iv) the rights of each Sublessee in and to the Equipment shall be subject and subordinate to the rights of BALC under the Agreement as provided herein, and Sublessee shall not assert or claim any right, title or interest as the owner or holder of legal or equitable title to any Equipment; (v) Sublessee shall make payments under any Lease Agreement directly to BALC following receipt of written notice from BALC of the occurrence of an Event of Default under the Agreement; and (vi) any Lease Agreement and all of Sublessee's rights in and to the use and possession of the Equipment shall terminate, at the option of BALC, upon the expiration or earlier termination of the Agreement, by reason of the occurrence of an Event of Default under the Agreement or otherwise, and Sublessee shall thereupon return the Equipment to BALC in accordance with all of the terms and provisions of the Agreement.

Sublessee: United Damage & Repair Sublessee: _____

By: [Redacted Signature] By: _____

Name: Keith M. J. [Redacted] Name: _____
Title: CFO Title: _____



This Subleasing Consent and Amendment (this "Amendment") modifies and amends the terms of that certain Master Lease Agreement No. 36331, but only to the extent the same relates to Schedule No. 112 thereto, dated as of October 30, 2015 (collectively, the "Agreement"), by and between Shamrock Transportation Leasing Company ("Customer") and Banc of America Leasing & Capital, LLC ("BALC"). All capitalized terms used herein and not defined herein shall have the meanings set forth or referred to them in the Agreement. This Amendment shall be deemed a "Related Agreement" as defined in the Agreement, and is subject to all of the terms and provisions applicable to Related Agreements provided in the Agreement. Except as specifically set forth herein, all of the terms and conditions of the Agreement shall remain in full force and effect. To the extent that the provisions of this Amendment conflict with any provisions contained in the Agreement, the provisions of this Amendment shall control.

Customer desires to lease, sublease, rent or otherwise permit use of any item of Equipment in accordance with the terms and provisions hereof to one or more of the following persons or entities, or to such other persons or entities as may hereafter be approved in writing by BALC (each, a "Sublessee"):

: United Dairyman of Arizona

Customer and BALC hereby agree as follows:

1. Any provision of the Agreement to the contrary notwithstanding, Customer may lease, sublease, rent or otherwise permit use of each item of Equipment in the regular course of its business to a Sublessee in accordance with all of the terms and provisions hereof. Customer shall not enter into any written agreements with a Sublessee concerning the lease, sublease, rental or use of the Equipment (individually and collectively referred to hereinafter as a "Lease Agreement") which includes a purchase option or provides for a term of use in excess of any lease or financing term under the Agreement, or which is not a true lease or otherwise constitutes a lease intended as security or a lease which creates a security interest under the Uniform Commercial Code. Each Lease Agreement, and the rights of any Sublessee in and to the Equipment thereunder, shall be subject and subordinate to all of the rights, title and interests of BALC under the Agreement. Upon the request of BALC, Customer shall obtain Sublessee's written acknowledgement and agreement (pursuant to the terms of any Lease Agreement or a separate acknowledgment or agreement or otherwise) to the terms and provisions of the Sublessee Acknowledgement appearing at the end of this Amendment. No Lease Agreement shall relieve Customer from any of its obligations owing to BALC under the Agreement.

2. To further secure the payment and performance of all of Customer's Obligations (as defined in the Agreement), Customer hereby assigns and grants to BALC a continuing security interest in the Lease Agreement related to the equipment that is made part of the Sublease and all proceeds thereof, including proceeds in the form of goods, , and all books and records regarding the foregoing, all of which shall constitute additional "Collateral" as defined in and subject to the terms and provisions of the Agreement. In furtherance thereof, Customer agrees, upon request of BALC, to deliver originals of each SubLease Agreement to BALC so that BALC shall be assured of perfection of its security interest therein by possession of all chattel paper forming a part of the Sublease Agreement, and to do, make, execute and deliver all such additional and further acts, assurances and instruments as BALC may require in order to vest in and assure to BALC its rights in each Lease Agreement. Each Lease Agreement and the Equipment is and shall be free and clear of all liens and encumbrances of any kind other than those provided herein and in the Agreement. Customer assigns only its rights and not its obligations under any Lease Agreement to BALC hereunder. Customer shall continue to be obligated to perform all of the contractual duties imposed on it set forth in any Lease Agreement.

3. It shall be an additional Event of Default under the Agreement if Customer fails to perform any of its duties or obligations in connection with any Lease Agreement, which failure continues for more than 10 days. Upon Customer's failure to pay or perform any of its Obligations owing to BALC, or the occurrence of an Event of Default under the Agreement, BALC: (a) may exercise all of the rights and remedies set forth in the Agreement; (b) shall have the right to notify any Sublessee under any Lease Agreement to make payments directly to BALC, and shall have full authority to sell, assign, sue for, collect or compromise payment of all or any part of the Collateral in the name of Customer or in its own name, or to make any other disposition of Collateral, or any part thereof; and (c) shall have, in addition to any other rights and remedies contained in this Amendment, the Agreement, , all of the rights and remedies of a secured party under the Uniform Commercial Code and any applicable laws, all of which shall be deemed cumulative and not alternative and are not exclusive of any other remedies provided by law.

Dated as of: Feb 28, 2018

Banc of America Leasing & Capital, LLC

By: [Signature]
Name: Julliana C. McFadden
Title: Vice President

Customer: Shamrock Transportation Leasing Company

By: [Signature]
Name: W. Kent McClelland
Title: President & CEO

SUBLESSEE ACKNOWLEDGMENT

By its execution of the foregoing Amendment, each Sublessee acknowledges and agrees to the terms and provisions of the Agreement as amended hereby, and further acknowledges and agrees that: (i) the Equipment shall be used and operated by the Sublessee in accordance with the terms of the Agreement; (ii) Sublessee shall not enter into any Lease Agreement which includes a purchase option or provides for a term of use in excess of the any lease or financing term under the Agreement, or which is not a true lease or otherwise constitutes a lease intended as security or a lease which creates a security interest under the UCC; (iii) Sublessee shall perform all of its obligations under any Lease Agreement in accordance with the terms and provisions of this Amendment; (iv) the rights of each Sublessee in and to the Equipment shall be subject and subordinate to the rights of BALC under the Agreement as provided herein, and Sublessee shall not assert or claim any right, title or interest as the owner or holder of legal or equitable title to any Equipment; (v) Sublessee shall make payments under any Lease Agreement directly to BALC following receipt of written notice from BALC of the occurrence of an Event of Default under the Agreement; and (vi) any Lease Agreement and all of Sublessee's rights in and to the use and possession of the Equipment shall terminate, at the option of BALC, upon the expiration or earlier termination of the Agreement, by reason of the occurrence of an Event of Default under the Agreement or otherwise, and Sublessee shall thereupon return the Equipment to BALC in accordance with all of the terms and provisions of the Agreement.

Sublessee: United Dairyland of Arizona

Sublessee: _____

By: [Redacted Signature]

By: _____

Name: Keith Maxwell

Name: _____

Title: CEO

Title: _____