

**EQUIPMENT SCHEDULE – POWER LEASE**

No. 9948510-001, Dated December 6, 2017

To Master Lease Agreement No. 9948510  
Dated December 6, 2017

Lessor: **BERRY COMPANIES INC**  
Address: **2209 WEST HIGHWAY 40**  
City/State/Zip: **BLUE SPRINGS, MO 64015-4645**

Lessee: **CONSOLIDATED SCHOOL DISTRICT #2**  
Street Address: **6608 RAYTOWN RD**  
City/State/Zip: **RAYTOWN, MO 64133**  
Contact: **XX-XXX4129**  
Federal Tax ID Number:

"Master Agreement" means the above referenced Master Lease Agreement. "Schedule" means this Equipment Schedule. "Lessee" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "you" and "your." Each entity that signs below as Lessee agrees that its liability in connection with this Schedule is joint and several. The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease ("Lease") between us and you for the Equipment described in this Schedule. Capitalized terms used but not defined herein shall have the meanings given to them in the Master Agreement.

A. **EQUIPMENT.** Pursuant to the terms of the Lease, we agree to acquire and lease to you the Equipment listed below:

Qty	Make	Model	Year	Equipment Type	Serial Number	Annual Operating Hours
1	BOBCAT	S590 T4	2017	SKID STEER LOADERS		500

Supplier of Equipment (Name): BERRY COMPANIES INC, 2209 WEST HIGHWAY 40, BLUE SPRINGS, MO 64015-4645  
Equipment Location: 6608 RAYTOWN RD, RAYTOWN, MO 64133

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. THE PARTIES INTEND THIS LEASE TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

**B. FINANCIAL TERMS**

1. Term (No. of Months): 60	6. Purchase Option Price at end of Term: \$15,754.57
2. Lease Payment: \$442.77 (plus applicable taxes)*	7. Last Funding Date: January 15, 2018
3. Frequency of Lease Payment: Monthly (in Arrears)	8. Total Cost: \$35,010.38
4. Administrative Fee: \$0.00	
5. Lessee Purchase Order #: **	

\* With respect to the Lease Payment, in states assessing upfront sales tax and use tax, your Lease Payment, starting with the first invoice, will be adjusted to include the applicable sales tax and use tax amortized over the Term of the Lease using a rate that preserves Lessor's economic yield for the transaction described in the Schedule. In other states, the applicable sales tax and use tax will be included on your invoice.  
\*\*Any Lessee Purchase Order shown above is provided for invoicing purposes only.

C. **PROPERTY TAX ADMINISTRATION.** As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a tax administrative fee equal to \$12 per unit of Equipment (not to exceed 10 units of Equipment) per year during the Term, not to exceed the maximum permitted by applicable law.

D. **POWER LEASE PURCHASE OPTION.** For the purposes of this Schedule only, so long as no default exists hereunder and this Lease has not been earlier terminated, you may at Lease expiration, purchase some or all of our interest in the Equipment leased pursuant to this Schedule on an AS-IS, WHERE-IS BASIS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option amount of \$15,754.57 or that part thereof attributable to the item or items of Equipment purchased (plus applicable sales and other taxes). This Lease WILL AUTOMATICALLY CONTINUE ON A MONTH-TO MONTH BASIS UNLESS CANCELLED BY EITHER PARTY UPON 30 DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY and you will pay us the same Lease Payments and other Lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes) and the Lease Payments shall be for the leasing of the Equipment and not be applied to the applicable purchase price (and taxes).

E. **RETURN OF EQUIPMENT.** (1) If (a) an Event of Default occurs, (b) you do not purchase the Equipment at the end of the Lease Term, or (c) you do not extend the Lease Term, at your cost and risk you will promptly (i) place the Equipment in good order and condition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be disassembled, deinstalled, inspected, tested and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continental United States, and (iv) pay a return fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned Equipment. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Lease Payments until the first day of the month which follows the date the

Equipment is received by us in the condition required by this Lease. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the Lease (and any Return Conditions described in paragraph 2 below) or for damages incurred in shipping and handling.

(2) In addition to the above provisions you shall, at your expense, return the Equipment as specified: (a) **General Condition:** With respect to each unit, no glass shall be broken, chipped or cracked, no upholstery shall have any cut, tear or burn, there shall be no unrepaired damage to exterior or interior materials that exceeds \$250 and all decals, numbers, customer identification, glue and adhesives shall have been removed from Equipment without damage to paint or Equipment. Frame and structural members including but not limited to loader arms, stick, booms, buckets, frame rails, all ground engaging tools and all attachments will be structurally sound, without breaks, bends, cracks or missing teeth. Cooling, heating and lubrication systems shall not be contaminated and there shall be no leaking between systems. No battery shall have any dead cells, cracked case or be inoperative. All units returned will be cleaned and cosmetically acceptable, with all rust and corrosion properly removed and/or treated. All material (i.e., dirt, refuse, asphalt, gravel, etc.) must be properly removed from the Equipment and disposed of in accordance with all applicable federal, state and local laws and regulations. All internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels and all filler caps are to be secured. (b) **Tires:** All tires shall be of the same original size, type and manufacturer (or similar quality manufacturer if the original manufacturer no longer produces tires of that type) as upon delivery to Lessee. On each unit, the tires shall have no missing or damaged parts or gouges. Also, all tires shall have a minimum of fifty percent (50%) remaining wear. Tires will not be re-treads. (c) **Mechanical Drive Train:** If so equipped, the transmission/hydrostatic drive systems including but not limited to differentials, final drives, will be in good condition and operate quietly without vibrations or leaks. (d) **Electric Drive Train:** If so equipped, the electric drive system including, but not limited to alternators, generators, control systems, motorized wheels, shall have at least fifty (50%) time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (e) **Undercarriage:** If so equipped, the undercarriage (including sprockets, links, idlers, bogies, carrier and track rollers, pins and bushings, track shoes/pads) shall have at least fifty percent (50%) time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (f) **Engine:** The engine must have been maintained in accordance with manufacturer's recommendations, including overhauling the engine as required. At the time of redelivery, the engine must have at least fifty percent (50%) time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard maintenance manuals. Determination of satisfaction of these specifications shall be made by subjecting the Engine to standard industry testing to include (but not limited to) testing of the crankcase, manifold pressure, oil analysis and blowby tests. All tests shall be performed by a manufacturer authorized service center (but not by the lessee.) (g) **Brakes:** The brakes shall have at least fifty percent (50%) time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard maintenance manuals. No drums or other braking components shall be damaged or cracked. (h) **Conveyors:** If so equipped, all conveyors shall be straight with in original manufacturer's specifications and tolerances. All belts and or drag chain assemblies shall be operable and shall have a minimum 50% wear life remaining. (i) **Screeds:** If so equipped, all screeds shall be fully operable including but not limited to heating systems, vibration systems and screed plates. Power assist systems shall be fully operational. Automatic grade and slope devices shall be operable. (j) **Booms:** If so equipped, all booms shall be straight and true within original manufacturers specifications and tolerances. All standard rigging including sheaves, pendants, fairleads necessary for industry standard lift crane and boom trucks shall be returned with each machine. (k) **Hydraulic Equipment:** All hydraulic pumps, cylinders and hoses must be fully operational at rated capacity with no leaks. (l) **Cutter Drums:** If so equipped, cutter drums shall be fully operational with a minimum of 50% wear life remaining on the drum shell, end rings, fighting, tooth holders, and cutting teeth. The planetary drive shall be full operational and without leakage or vibration. (m) **Cutter Chains:** If so equipped, cutter chains shall be fully operational with a minimum of 50% wear life remaining on the chain, tooth holders, and cutting teeth. (n) **Documents and Records:** Each such unit shall meet and conform to all applicable federal, state, and local health and safety laws and requirements, and, if applicable, have appropriate ANSI inspection certificates, permits and other certification necessary to operate the Equipment. Without limiting the foregoing, Lessee shall maintain and provide to Lessor written records of preventative maintenance and repairs, indicating date, and (hobbs) hour meter readings to show when such maintenance or repair work was performed. (o) **Redelivery:** Provide for transportation of the Equipment in a manner consistent with the manufacturer's recommendations and practices to any locations within the continental United States as Lessor shall direct; and shall have the Equipment unloaded at such locations. (p) **Storage:** Provide safe, secure storage for the Equipment for a period of up to (180) one hundred eighty days after expiration or early termination of Lease at location(s) satisfactory to Lessor.

(3) **Inspections:** (a) At your expense, at least ninety (90) days prior to, and not more than one hundred twenty (120) days prior to lease expiration, each item of Equipment must be inspected by a manufacturer's authorized maintenance representative or other qualified maintenance provider (acceptable to us) to ensure the Equipment conforms to the return provisions outlined herein. (b) From ninety (90) days prior to the return of the Equipment, you must make the Equipment available to our agent during regular working hours so walk-around appraisals/inspections can be conducted. (c) The results of the testing and appraisal, with necessary reconditioning, documenting that the Equipment meets the return conditions required herein are to be provided to us sixty (60) days prior to the return of the Equipment.

**F. TAX BENEFIT AND TAX INDEMNIFICATION.** You agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease. This indemnity continues beyond the expiration or other cancellation or termination of this Master Agreement and any Lease and may be enforced by, and is for the benefit of us and our successors, assigns, affiliates, beneficiaries and all of our and such affiliates', beneficiaries', successors' and assigns' respective directors, shareholders, officers, employees, agents, predecessors, attorneys-in-fact and lawyers.

**G. ANNUAL OPERATING HOURS.** You acknowledge that the Lease Payment has been calculated on the assumption that each unit of Equipment will be operated annually during the Term for the number of Annual Operating Hours listed above and that the condition of the Equipment upon return to us shall comply with such assumption. In the event that you do not exercise the FMV Purchase Option described below, should it be determined that the actual number of operating hours for any unit of Equipment (the "Total Operating Hours") exceeds the applicable "Total Permitted Operating Hours" (to be computed by dividing the Annual Operating Hours for such unit of Equipment by twelve and then multiplying such quotient by the number of months in the Term), you may, at our option, be required to pay upon demand for each such unit of Equipment, in addition to any other amounts due under this Lease: (i) an excess usage charge which shall be calculated by us by subtracting the Total Permitted Operating Hours from the Total Operating Hours (rounded down to the nearest hour) and multiplying such difference by the corresponding Excess Usage Hourly Charge which is calculated by multiplying 0.000025 times that part of the Total Cost attributable to such unit of Equipment (plus calculating any applicable taxes); plus (ii) any and all repair costs which are deemed necessary by us, in our sole reasonable discretion, which are related to such excess usage. In addition to the notice requirements otherwise provided in the Lease, you agree to promptly notify us of any malfunction of (as the case may be) the hobbs or hour meter.

ALL TERMS AND CONDITIONS ON THIS SCHEDULE ARE BINDING UPON THE PARTIES HERETO. To the extent of any conflict or inconsistency between this Schedule and the Master Agreement, this Schedule will prevail, but only with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Master Agreement or, Equipment of Soft Costs until executed on behalf of us and you by authorized representatives.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR:	BERRY COMPANIES INC	LESSEE:	CONSOLIDATED SCHOOL DISTRICT #2
By:	_____	By:	X _____
Name:	_____	Name:	X _____
Title:	_____	Title:	X _____