

Yamaha Equipment

SUBLESSEE'S AGREEMENT

Regarding a lease, rental agreement or similar agreement dated _____ between the undersigned Sublessee and CCB'S, LLC Sublessor, for the

following property: (Describe property fully, including year if appropriate, make, model, serial number and any other pertinent information).

63-YAMATRACK

Sublessee acknowledges and agrees that all of its rights under the above referenced Sublease with the above referenced Sublessor in and to the Equipment described above, including Sublessee's right to possession of the Equipment, are subordinate, junior, and subject to the rights and claims of Yamaha Motor Finance Corporation, U.S.A. ("YMFUS"), its successors and assigns, against the Equipment under any instrument, lease, mortgage or title retention or other security agreement, whether now existing or hereafter created, including but not limited to the right of YMFUS to take possession of the Equipment. Sublessee consents and agrees to the assignment of YMFUS of (i) all monies due or to become due to Sublessor under the Sublease and (ii) all rights and privileges of Sublessor under the Sublease. Sublessee promises and agrees to settle all claims against Sublessor directly with Sublessor and hereby waives, relinquishes and disclaims as to YMFUS all counterclaims, rights of set-off, and defenses Sublessee may have against Sublessor, including any right to withhold payment of or to refrain from paying any monies that are due or to become due under the terms of the Sublease, except that Sublessee shall not be liable to YMFUS for monies paid to Sublessor in accordance with terms of the Sublease prior to the time YMFUS notifies Sublessee to pay

YMFUS directly. Thereafter, Sublessee agrees to pay directly to YMFUS all monies owing under the Sublease. Sublessee represents that, except as stated in the Sublease, it has not prepaid any rentals or other monies owing under the Sublease and no deposits have been made. Sublessee agrees and acknowledges that YMFUS has not assumed and will not have any obligations or liabilities under the Sublease to Sublessee or to any other person by reason of the aforementioned assignment or otherwise. SUBLESSEE ACKNOWLEDGES AND AGREES THAT YMFUS IS NOT THE MANUFACTURER OF THE PROPERTY AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE PROPERTY OR ITS FITNESS FOR A PARTICULAR PURPOSE. Sublessee agrees that it will not, without YMFUS's prior written consent: (i) prepay rentals or other monies owing under the Sublease, (ii) modify or amend the Sublease, (iii) assign or sublet its rights under the Sublease or in the Equipment, (iv) exercise any of its rights under the Sublease which are exercisable only with the consent of Sublessor, or (v) return the Equipment to Sublessor, Sublessee hereby acknowledging and agreeing to hold the Equipment as bailee for YMFUS for the purpose of perfecting YMFUS's lien, title retention and/or security interest in the Equipment as against Sublessor and its creditors. Sublessee represents that it has no purchase or renewal option concerning the Equipment other than as stated in the Sublease. Sublessee agrees that, at the same time it send to Sublessor any notice under the Sublease, it will send a copy thereof to YMFUS at the following address:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630

THE UNDERSIGNED INTENDS TO BE LEGALLY BOUND.

Dated February 6, 2024

Sublessee: CITY OF ANN ARBOR
(Name of individual(s), corporation or partnership. Give trade style, if any, after name.)

By: _____
(If corporation, authorized officer must sign and show corporate title. If partnership a general partner must sign. If owner(s) or partner, show which.)

Title: _____