

**EQUIPMENT SUBLEASE AGREEMENT**

This Equipment Sublease Agreement ("Agreement") is made and entered into this 29 day of DECEMBER, 2005 by and between GREG SHEPARD, G.S. a ~~UTAH~~ (State) corporation whose address is 23 858 West Clovermeadow Dr. SLUTBY, hereinafter referred to as "Sublessor", and LTB LLC, a Nevada Limited Liability Company, whose address is 3838 Raymert Drive, Suite #10, Las Vegas, Nevada 89121, hereinafter referred to as "Sublessee".

**BACKGROUND**

1. Sublessor is the lessee of certain equipment identified on the attached Exhibit "A" which comprises the components of a system for the collection and transfer of solar energy, the equipment components being hereinafter referred to collectively as the "Alternative Energy System", the Alternative Energy System being leased by International Automated Systems, Inc. ("IAS"), a Utah Corporation with principal offices in Utah County, State of Utah, to Sublessor under an Equipment Lease Agreement dated the 28 day of December, 2005, a copy of which lease agreement is attached as Exhibit "B".

2. Sublessor and Sublessee now desire to enter into an agreement whereby Sublessor will sublease the Alternative Energy System to Sublessee.

**AGREEMENT**

NOW, THEREFORE, the parties hereto agree as follows:

1. Sublessor hereby leases to Sublessee and Sublessee hereby leases from Sublessor for a period of six (6) years, hereinafter referred to as the "Sublease Period", from the Turnover Date stated below to a Termination Date at the end of the Sublease Period, the Alternative Energy System consisting of the system components identified on the attached Exhibit "A". Sublessor shall furnish, deliver, install and startup the Alternative Energy System, at a site provided by Sublessee at Yermo, California, hereinafter referred to as the "Installation Site".

2. Sublessee acknowledges that the acquisition of the required regulatory agency approvals, land use and zoning approvals, building permits and other permits for the installation and operation of the Alternative Energy System at the Installation Site is the responsibility of IAS under the Equipment Lease Agreement of Sublessor with IAS, and that IAS is required to obtain the required regulatory agency approvals, land use and zoning approvals, building permits and other permits by a "Permit Date" defined in the lease agreement between Sublessor and IAS, which Permit Date is hereby incorporated into this Agreement. Sublessee further acknowledges that IAS is required to furnish, deliver, install and startup the Alternative Energy System at the Installation Site, by 6-1-06, or within six (6) months of the Permit Date, whichever is later, hereinafter referred to as the "Installation Date". Sublessee and Sublessor hereby agree that Sublessor shall deliver possession, control and operation of the Alternative Energy System

EXHIBIT 464  
WIT: G. Shepard  
DATE: 5-22-17  
CitiCourt, LLC

to Sublessee concurrently with the delivery of possession, control and operation of the Alternative Energy System to Sublessor by IAS, hereinafter referred to as the "Turnover Date".

3. Sublessee shall pay to Sublessor the sum of \$ 12,600, hereinafter referred to as the "Total Lease Amount" for the lease of the Alternative Energy System for the Lease Period stated above. This includes the cost of delivery, installation and startup, as well as the cost of warranty work performed during the warranty period described below. The Total Lease Amount shall be paid in accordance with the following schedule:

- a. Quarterly payments in the amount of \$ 525<sup>00</sup>, shall be paid on or before the second Wednesday of April for the first calendar quarter, the second Wednesday of July for the second calendar quarter, the second Wednesday of October for the third calendar quarter, and the second Wednesday of January for the fourth calendar quarter, hereinafter referred to as the "Payment Dates", with the first payment being made on the first Payment Date following the end of the calendar quarter of the Turnover Date and the last payment being made on the Payment Date following the end of the calendar quarter of the Termination Date.

4. In the event that Sublessee fails to pay any quarterly payment or any portion of a quarterly payment when due, interest shall accrue on the overdue amount at the rate of one and one-half percent (1-1/2 %) per month until paid. If any quarterly payment or any portion thereof shall become past due by more than thirty (30) days, Sublessor shall be entitled, at its sole discretion, to enter the Installation Site and repossess the Alternative Energy System or any or all of the components thereof, and to recover its attorney fees, court costs, arbitration costs, collection costs, repossession fees and expenses incurred in pursuing any or all remedies against Sublessee at law or equity, including but not limited to in repossessing the Alternative Energy System or any components thereof.

5. If Sublessee fails to pay any quarterly payment or any portion thereof when due, or if Sublessee becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if Sublessee shall default in any other term of this Agreement, Sublessor may immediately terminate this Agreement by notice in writing to Sublessee and repossess the Alternative Energy System and all of the components thereof as stated above, but Sublessee shall nevertheless remain liable for all sums then due and unpaid, plus a reasonable amount for attorneys' fees and such expenses as may be expended in the repossession of the Alternative Energy System. The remedies provided herein in favor of Sublessor shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies existing at law or in equity.

6. If Sublessor shall fail, for any reason, to turnover to Sublessee the Alternative Energy System at the Installation Site, by December 31, 2007, or within six (6) months of the Permit Date, whichever is earlier, this Agreement shall be null and void and neither of the parties shall have any further obligations to the other under this Agreement.

7. Sublessee shall be responsible to operate, at Sublessee's cost, the Alternative Energy System and to use reasonable care at all times to maximize the energy output of the Alternative Energy System. Sublessee's obligation to operate the Alternative Energy System shall include the routine service of Alternative Energy System equipment in accordance with service instructions and service schedules provided by IAS. Sublessee assumes and hereby agrees to perform all of the service obligations of Sublessor under its agreement with IAS.

8. Sublessor hereby assigns to Sublessee all of Sublessor's rights under the warranty granted to Sublessor under Sublessor's agreement with IAS which is attached as Exhibit "B", and Sublessee hereby agrees to accept this assignment of Sublessor's warranty rights as full and final satisfaction of any warranty obligations, express or implied, which Sublessor might otherwise have to Sublessee under this Agreement. Sublessee acknowledges that any such warranty rights are subject to the limitations and notice requirements set forth in the agreement between Sublessor and IAS.

9. Except as provided under the warranty for the Warranty Period, Sublessee shall be responsible to maintain, at Sublessee's cost, the Alternative Energy System and shall initiate reasonable efforts to ascertain maintenance requirements, to order replacement parts and equipment needed for maintenance, and to deploy qualified maintenance personnel immediately within five (5) business days of discovery of an apparent maintenance requirement. Except as provided under the warranty for the Warranty Period, the cost of repair parts, replacement equipment and labor shall be borne by Sublessee.

10. Sublessee hereby agrees to waive any and all claims against Sublessor for delays, including but not limited to claims for damages due to delays in obtaining approvals or permits; delays in the delivery, installation, or start-up; or delays in warranty work. This waiver includes any and all direct, indirect or consequential damages.

11. Unless otherwise agreed in writing by the parties, the term of the lease shall be the Lease Period stated above. Extensions of the Lease Period shall only be upon mutual written agreement of the parties entered into prior to the end of the Lease Period.

12. Neither of the parties shall have liability for consequential damages to the other arising out of this agreement or the transactions, events or occurrences related thereto and each hereby waives any and all such claims for consequential damages against the other. Sublessor's liability for any breach under this Agreement shall be limited to any amounts actually paid by Sublessee and received by Sublessor under this Agreement.

13. At the end of the Lease Period, or within ten business days thereafter on a date and time selected by Sublessor and IAS during normal business hours, Sublessee shall provide unlimited access by Sublessor and IAS to the Installation Site for IAS to take possession of the Alternative Energy System. In the event that Sublessee fails to provide access to the Installation Site or otherwise wrongfully retains possession of the Alternative Energy System, Sublessee

shall pay to Sublessor a quarterly Holdover Lease Amount equal to two (2) times the Quarterly Payment amount stated above.

14. Sublessee shall be solely responsible for all damage to the Alternative Energy System resulting from causes from other than normal wear and tear, including any and all damage to or destruction of the Alternative Energy System or any component thereof, during the Lease Period until the Alternative Energy System is recovered by Sublessor at the end of the Lease Period. Sublessor and Sublessee agree that the value of the respective components of the Alternative Energy System are listed on the attached Exhibit "A". Any such damage or destruction shall be remedied by Sublessee within ten (10) days of the event causing such damage or destruction. Sublessee, at its option, may elect to maintain property damage insurance to insure the interest of Sublessee in the Alternative Energy System during the Lease Period.

15. Sublessor may, at its option, maintain property damage insurance on the Alternative Energy System, insuring Sublessor's interest in the Alternative Energy System. The existence of insurance coverage insuring the interest of Sublessor shall not relieve Sublessee of its responsibility for damage to or destruction of the Alternative Energy System. Sublessor shall have no obligation to provide property damage insurance with coverage for the interest of Sublessee in the Alternative Energy System.

16. Sublessor may, at its option, maintain liability insurance to insure Sublessor against bodily injury, property damage, product liability or other claims related to the design, manufacture, delivery, installation, start-up, operation or maintenance of the Alternative Energy System. Sublessor shall have no obligation to provide liability insurance with coverage of any kind for Sublessee.

17. This Agreement shall not be assigned by Sublessee without the express written consent of Sublessor, which consent shall not be unreasonably withheld. Sublessor may assign its rights and obligations under this Agreement but Sublessor shall remain liable to Sublessee for the failure of its assignee to perform the obligations of Sublessor under this Agreement.

18. This Agreement shall be binding upon the successors and assigns of each of the parties.

19. Sublessor makes no representations or warranties, expressed or implied, including the implied warranty of merchantability and fitness, except as expressly stated in this Agreement.

20. Sublessor shall use reasonable care in installing and starting up the Alternative Energy System to see that it is in proper working condition before turning operation of the Alternative Energy System over to Sublessee. Upon two (2) business days notice from Sublessor, Sublessee shall designate one or more representatives to witness the operation of the Alternative Energy System to verify that it is in good working condition and that installation and start up are complete.

21. Sublessee agrees to operate, maintain and service the Alternative Energy System in accordance with IAS's Operation and Maintenance Manual and any updates or modifications thereof that may be issued from time to time hereafter, to use the Alternative Energy System and each of its components within their rated capacity as provided by IAS, to restrict its use to Sublessee's authorized personnel, and to prohibit anyone other than authorized personnel to repair, modify or adjust the Alternative Energy System or any component thereof. Except for warranty work, IAS shall invoice Sublessee at IAS's normal hourly rates for such work, including IAS's applicable rates for work performed after normal business hours or on weekends or holidays.

22. Sublessee shall notify Sublessor immediately of accidents, disabilities, failures or like information concerning the Alternative Energy System.

23. In the event the Alternative Energy System becomes inoperable for any reason, except as otherwise provided under the warranty during the warranty period, Sublessor shall not be obligated to furnish a substitute Alternative Energy System or any component thereof. In any event, Sublessor shall not be liable at any time for down time or special or consequential damages of any nature resulting from such inoperability.

24. Sublessee agrees that the Alternative Energy System shall be used and operated only at the Installation Site and shall not be relocated by Sublessee without the written consent of Sublessor and IAS.

25. Any notice under this Agreement shall be deemed sufficient if it is in writing and it is delivered to Sublessee, personally or sent by mail addressed to Sublessee at the address set forth above.

26. This is an Agreement for rental only and nothing herein conveys to Sublessee any right, title or interest in or to the Alternative Energy System or any component thereof, except as a Sublessee. Sublessee agrees to cooperate with Sublessor and with IAS and to execute such documents as may be required or requested by Sublessee to assist Sublessor in protecting its rights, title and interest in the Alternative Energy System.

27. At the end of the Lease Period, IAS shall dismantle and remove the Alternative Energy System and all of the components thereof from the Installation Site, and Sublessee shall have no further right to the possession or use of the Alternative Energy System.

28. In the event of the breach of this Agreement by either party, the injured party shall be entitled to recover its costs, attorney fees, arbitration costs and arbitration fees incurred in enforcing the agreement and in pursuing appropriate remedies.

29. Sublessor and Sublessee acknowledge that they each understand and expect that the Alternative Energy System may qualify for certain tax incentives and benefits under the 2005

Energy Policy Act and other statutes. Sublessee acknowledges that Sublessor retains any and all energy tax credits related to the Alternative Energy System and that Sublessee shall not claim any such energy tax credits. Sublessor and Sublessee agree that the respective values of the components of the Alternative Energy System are listed on the attached Exhibit "A".

30. In the event of a dispute arising out of this Agreement or the transactions, events or occurrences related thereto, Sublessor shall have the sole option of electing to have such disputes resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association with all hearings and other proceedings in that arbitration being conducted in Salt Lake City, State of Utah. Sublessor shall have the right to elect arbitration at any time up to and including the time that either party files an Answer in pending litigation between the parties relating to such disputes.

31. This Agreement shall be construed in accordance with the laws of the State of Utah.

32. This is the entire agreement between the parties. This agreement shall not be modified except by written amendment signed by Sublessee and Sublessor.

**LTB LLC**

By:

(Signature)

Title:

**Sublessor**

By:

(Signature)

Title:

**EXHIBIT A**

**ALTERNATIVE ENERGY SYSTEM COMPONENT LIST**

<u>Quantity</u>	<u>Description of Component</u>	<u>Model No.</u>	<u>Serial No.'s</u>	<u>Value</u>
-----------------	---------------------------------	------------------	---------------------	--------------