

RESOLUTION NO. 2024-92

AUTHORIZING A LEASE AGREEMENT WITH BARONS BUS, INC. FOR PROPERTY AT THE BROOKPARK RAPID TRANSIT STATION LOCATED AT 17510 BROOKPARK ROAD, BROOK PARK, OHIO 44135 FOR A TERM OF TEN YEARS WITH TWO FIVE-YEAR RENEWAL OPTIONS

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") is the owner of record of surplus land located at 17510 Brookpark Road, Brook Park, Ohio 44135, which is a 1.74 acre portion of the property known as the Brookpark Rapid Transit Station (the "Property"); and

WHEREAS, GCRTA acquired the Property on September 5, 1975, pursuant to the Mass Transit System Transfer Agreement of 1975; and

WHEREAS, Section 470.03 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority ("Code Book") provides that a lease agreement permitting the continuous use of GCRTA's property for more than three years must be approved by the Board of Trustees; and

WHEREAS, the incidental use of property purchased or improved using Federal Transit Administration ("FTA") grants must be approved by the FTA prior to execution of a lease agreement; and

WHEREAS, Barons Bus, Inc. ("Barons") approached GCRTA with an offer to construct, operate and maintain an intermodal bus terminal on the Property, and it also agreed to perform all necessary capital improvements and to maintain the property in a clean, safe and attractive condition; and

WHEREAS, GCRTA determined that Barons' use of the property would promote intermodal transit services and enhance ridership at the Brookpark Rapid Transit Station and across the rail line; and

WHEREAS, GCRTA will offer Barons a lease agreement for the Property with a term of ten (10) years at a base rent of \$12,000.00 per year, increasing by 2.5% each year, with two five-year renewal terms with rent increasing by 2.5% per year; and

WHEREAS, pursuant to FTA requirements, GCRTA will reserve the right to cancel the lease agreement if necessary to maintain satisfactory continuing control over its transit facilities; and

WHEREAS, the proposed lease agreement is consistent with GCRTA's Real Estate and Transit Oriented Development Policies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager, Chief Executive Officer is hereby authorized to execute a lease agreement with Barons for a 1.74 acre portion of GCRTA's property located at the Brookpark Rapid Transit Station, with an address of 17510 Brookpark Road, Brook Park, Ohio 44135, and further known as a portion of Cuyahoga County Permanent Parcel Number 344-30-001, for the purpose of Barons operating an intermodal transit bus facility on the Property.

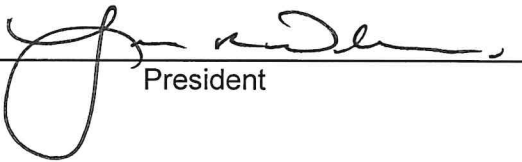
Section 2. That the lease will be for a term of ten years with two five-year renewal terms, and the General Manager, Chief Executive Officer is hereby authorized to execute the two five-year renewal option terms.

Section 3. That the rent will be \$12,000 for the first year of the initial term and will increase by 2.5% per annum during each year of the initial term as well as each year of the renewal terms.

Section 4. That the base rent of \$12,000.00 per year plus subsequent annual rent increases, along with Barons' agreement to perform all necessary capital improvements and to maintain the property in a clean, safe, and attractive condition, represents fair compensation for the Property as determined by GCRTA's staff and a survey of comparable properties in Northeast Ohio as confirmed by a MAI appraiser's valuation letter.

Section 5. That this resolution shall become effective immediately upon its adoption.

Adopted: November 19, 2024



President

Attest: 

Secretary-Treasurer



TITLE/DESCRIPTION: LEASE: LEASE OF LAND ADJACENT TO THE BROOKPARK RAPID TRANSIT STATION, 17510 BROOKPARK ROAD, BROOK PARK, OHIO 44135 LESSEE: BARONS BUS, INC., AN OHIO FOR-PROFIT CORPORATION TERMS: TEN-YEAR TERM WITH AN OPTION FOR TWO RENEWAL TERMS OF FIVE YEARS EACH. BASE RENT IS \$12,000.00 FOR THE FIRST YEAR, INCREASING 2.5% PER ANNUM DURING THE INITIAL TERM AND EACH YEAR OF THE RENEWAL TERMS	Resolution No.: 2024-92
	Date: November 14, 2024
	Initiator: Programming and Planning

ACTION REQUEST:
☒ Approval ☐ Review/Comment ☐ Information Only ☐ Other _____

- 1.0 **PURPOSE/SCOPE:** The resolution seeks approval for a lease agreement with Barons Bus, Inc. ("Barons"), an Ohio for-profit corporation, to operate an intermodal bus terminal on surplus property owned by the Greater Cleveland Regional Transit Authority ("GCRTA") and described as the overflow lot of the Brookpark Rapid Transit located at 17510 Brookpark Road, Brook Park, Ohio 44135. The initial term is for ten years with two five-year renewal options. Rent will be \$12,000.00 for the first year of the initial term and will increase by 2.5% each year of the initial term and each year of the renewal terms. In accordance with federal law, GCRTA will reserve the right to cancel the lease if necessary to maintain satisfactory continuing control over transit facilities.
- 2.0 **DESCRIPTION/JUSTIFICATION:** GCRTA acquired the property in 1975 as part of the Mass Transit System Transfer Agreement. The portion of the property proposed for the lease is a surplus parking area that is not needed for transit operations. Barons will construct and maintain a new bus terminal solely at its expense, as well as all leasehold improvements required to support the new terminal. Use of the new terminal will be shared with Greyhound Lines, Inc., as authorized by a sublease or license agreement with the Barons and approved by GCRTA.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** The lease is consistent with the Real Estate and Transit Oriented Development Policies of GCRTA and promotes intermodal transit services and enhancements to the transit system.
- 6.0 **ECONOMIC IMPACT:** The income from the market rent reduces the operating and maintenance costs at the Brookpark Rapid Transit Station.
- 7.0 **ALTERNATIVES:** GCRTA can refuse to approve the lease agreement and seek a new tenant for the property. Additional costs would be incurred for maintenance of this property until a new tenant is secured.

8.0 RECOMMENDATION: Staff recommends the lease agreement for approval to the Board of Trustees.

9.0 ATTACHMENTS: Draft Lease Agreement

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

A handwritten signature in blue ink, appearing to read "J. M. ... Ph.D. Acting", is written over a horizontal line.

General Manager, Chief Executive Officer

*****DRAFT*****

BASIC LEASE INFORMATION

Date:

Landlord: Greater Cleveland Regional Transit Authority

Tenant: BARONS BUS, INC.

Trade Name: Barons Bus

Premises: Brookpark Rapid Transit Station Overflow Lot
Number and Street: 17510 Brookpark Road
City: Brook Park 44135
County: Cuyahoga
State: Ohio

LENGTH OF TERM: Ten (10) Years with two (2) five-year extension options

COMMENCEMENT DATE: January 1, 2025

INITIAL BASE RENT: \$1,000/month

SECURITY DEPOSIT: \$0

LANDLORD'S ADDRESS FOR NOTICES:

Root-McBride Building
1240 West 6th Street
Cleveland, OH 44113
Attention: Property Manager

LANDLORD'S ADDRESS FOR PAYMENTS:

Root-McBride Building
1240 West 6th Street
Cleveland, OH 44113
Attention: Department of Accounting

TENANT'S ADDRESS FOR NOTICES:

Barons Bus, Inc.
13315 Brookpark Road
Brook Park, Ohio 44142

GUARANTOR: N/A

SPECIAL CONDITIONS:

The Basic Lease Information is part of the Lease; however, if any of the Basic Lease Information contradicts any provision of the Lease, the provisions of the Lease will prevail.

LEASE

This Lease is made on _____, by the **GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**, a political subdivision of the State of Ohio organized under Revised Code Chapter 306, whose principal business office is located at 1240 West 6th Street, Cleveland, Ohio, 44113 ("Landlord"), and **BARONS BUS, INC.**, an Ohio for profit corporation, whose principal business office is located at 13315 Brookpark Road, Brook Park, OH 44142 ("Tenant").

1. AGREEMENT TO LEASE

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to the provisions of this Lease. This lease is contingent upon the Federal Transit Administration ("FTA") concurring with the proposed use of Premises by Tenant, since there is a federal interest as the FTA funded certain prior improvements to the Premises. Landlord has requested FTA's concurrence, and will advise Tenant once FTA responds. The provisions of section 3.B. may apply.

2. PREMISES

The Premises includes 1.74 acres of exterior space in the Overflow Lot of the Brookpark Rapid Transit Station and other unpaved areas around the exterior of the Overflow Lot that are all adjacent to that rail station which is located at 17600 Brookpark Road, Cleveland, Ohio 44135. The Premises included in the Lease are located in the City of Brook Park, Cuyahoga County, Ohio, within PPN 344-30-001 and have a street address of 17510 Brookpark Road (the "Premises"). The Landlord also grants to Tenant for the duration of this Lease rights of ingress and egress to the Premises through a certain driveway within PPN 344-30-014 that runs from Brookpark Road north along the west side of the Premises and along the entire east side of the Brookpark Rapid Transit Station's east parking lot.

The Premises and Site Plan are more particularly described in **Exhibit "A-1"** and **Exhibit "A-2"**, attached hereto and made a part of this Lease. Tenant accepts the Premises described in **Exhibits A-1 and A-2** in an "AS IS" condition without warranty by Landlord of any kind or nature, express or implied.

3. TERM

A. Commencement Dates. The term of this Lease will be ten (10) years, beginning on January 1, 2025 (the "Commencement Date") and expiring on December 31, 2034. Tenant shall have the right to two (2) five-year extensions of the term of this lease by giving thirty (30) days written notice prior to the expiration of the original term or first extended term. Rent will be waived until the earlier of: i) the date the City of Brook Park issues a certificate of occupancy for the Tenant's new building that will be constructed upon the Premises; or, ii) the beginning of the tenth (10th) month of the Term (the applicable date is the "Rent Commencement Date").

B. Cooperation or Cancellation to Meet Transit Needs. The Tenant's use of the Premises is expected to benefit the public by providing a consolidated transit option and a seamless transit transfer opportunity between Tenant's intercity and interstate bus service and Landlord's transit service. Notwithstanding anything contained herein, Landlord reserves the right to cancel the Lease if that becomes necessary in order to maintain satisfactory continuing control over transit facilities funded by federal assistance to the extent required by federal law. This cancellation right will not be invoked unless all other options to address the transit need have

been explored and determined not to be feasible. The parties agree to cooperate with each other to explore and implement alternatives. Alternatives might include temporary shared use of the Premises and/or other parts of the Brookpark Rapid Transit Station facility, such as permitting temporary transit parking or transit bus travel across the Premises to accommodate transit needs for special events, high capacity needs, or to accommodate short-term construction needs. This accommodation provision is mutual, such that if Tenant requires added space at other parts of the Brookpark Rapid Transit Station due to temporary capacity or construction needs or the like, Landlord will likewise accommodate Tenant's needs if feasible. The parties will negotiate in good faith to set the fair market compensation for such temporary uses, and each agrees to be responsible for repairing any damage caused by its use of the other party's real property..

If Landlord exercises this right to cancel, Landlord will endeavor to provide notice to Tenant at least twelve (12) months prior to the effective date of Lease cancellation. To the extent a shorter cancellation period is necessitated, and provided that Tenant is not in default under the Lease, Landlord shall waive or credit the payment of rent for the final six (6) months of Tenant's possession (for example, if Landlord provides notice five months prior to the effective cancellation date, then Landlord will waive rent for those five months and also reimburse Tenant for the most recent one month of rent already paid). Notwithstanding anything contained herein, Tenant reserves the right to cancel the Lease at any time and for any reason by giving notice to Landlord at least twelve (12) months prior to the effective date of Lease cancellation.

C. Possession. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date,

- i. this Lease will not be void or voidable, unless Landlord does not delivery the Premises within ninety (90) days after the Commencement Date,
- ii. Landlord will not be liable to Tenant for any resultant loss or damage, and
- iii. unless Landlord is not able to deliver possession of the Premises to Tenant on the Commencement Date because of Tenant's delays, Rent (hereinafter defined) will be waived for the period between the Commencement Date and the date on which Landlord delivers possession of the Premises to Tenant.

No delay in delivery of possession of the Premises will extend the term.

D. Early Possession. At Tenant's request, Landlord may permit Tenant to occupy so much of the Premises as Tenant wishes to occupy prior to the Commencement Date for construction purposes. Landlord will cooperate with Tenant in order to ease Tenant's moving into the Premises. If Tenant occupies the Premises prior to the Commencement Date with Landlord's permission, all of the provisions of this Lease will be in effect from the beginning of the occupancy; however, Rent otherwise due under this Lease will be abated up to the Commencement Date, and Tenant will pay as Rent Landlord's actual costs (but in no event more than the Rent which would have been due in the absence of any applicable abatements) incurred by reason of Tenant's early occupancy, including Taxes (hereinafter defined), maintenance, utilities, and Landlord's Insurance (hereinafter defined). Tenant shall indemnify Landlord from and against any and all claims attributable to Tenant's early occupancy of the Premises.

4. RENT

A. Payment. Tenant will pay Landlord the monthly rent stated in **Exhibit "B"** attached hereto and made a part hereof in equal consecutive monthly installments on or before the first day of each month during the term of this Lease (the "Base Rent"), subject to the waiver provided for in paragraph 3.A. herein. The Base Rent will be paid in advance at the address specified for Landlord in the basic Lease information, or such other place as Landlord designates, without prior demand and without any abatement, deduction or setoff. The obligation to pay Rent is an independent, unconditioned covenant. If the Rent Commencement Date occurs on a day other than the first day of a calendar month, or if the expiration date occurs on a day other than the last day of a calendar month, then the Base Rent for such fractional month will be prorated on a daily basis.

B. Additional Charges. Commencing on the Rent Commencement Date, Tenant will pay to Landlord without deduction or offset all amounts which this Lease requires Tenant to pay (the "Additional Charges", and together with the Base Rent, the "Rent"), at the place where the Base Rent is payable. Landlord will have the same remedies for a default in the payment of Additional Charges as it has for default in the payment of Base Rent.

C. Late Payment. If Tenant fails to pay any Rent within five (5) days of the date due and payable, such unpaid amount will be subject to a late payment charge equal to the greater of: (i) five percent (5%) of such unpaid amounts; or (ii) Two Hundred and 00/100 Dollars (\$200.00). This late payment charge is intended to compensate Landlord for its additional administrative costs resulting from Tenant's failure, and has been agreed upon by Landlord and Tenant, after negotiation, as a reasonable estimate of the additional administrative cost which will be incurred by Landlord as a result of Tenant's failure. The actual cost in each instance is extremely difficult, if not impossible, to determine. This late payment charge will constitute liquidated damages and will be paid to Landlord together with such unpaid amounts. The payment of this late payment charge will not constitute a waiver by Landlord of any default by Tenant under this Lease.

D. Periodic Adjustment. Rent to be adjusted in accordance with **Exhibit "B"** attached.

E. Security Deposit. The Security Deposit shall be held by Landlord, without liability for interest, as security for the timely performance by Tenant of all the terms of this Lease which are to be observed and performed by Tenant. Landlord shall not be obligated to hold the Security Deposit as a separate fund and may commingle the Security Deposit with other funds. If any sum payable by Tenant to Landlord is unpaid, including, but not limited to, utility charges, Taxes and Tenant's proportionate share of Landlord's Insurance, or if Landlord makes payments on behalf of Tenant, or performs any of Tenant's obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, apply the Security Deposit as may be necessary to compensate Landlord toward the payment of the sum payable by Tenant to Landlord for loss or damage sustained by Landlord due to such breach on the part of Tenant, and Tenant shall, upon demand, restore the Security Deposit to the original sum deposited. If Tenant complies with all of the terms of this Lease, the Security Deposit shall be returned to Tenant within ninety (90) days following the expiration or earlier termination of this Lease, less any sums payable by Tenant to Landlord.

5. TAXES

A. Obligation for Payment. Unless Landlord has exercised its rights pursuant to paragraph 5 F, Tenant will pay all taxes directly to the taxing authority, including without limitation real estate and personal property taxes and assessments assessed, levied, confirmed, or

imposed during the term of this Lease (other than net income taxes) (collectively, "Taxes") whether or not now customary or within the contemplation of Landlord and Tenant:

- i. upon, measured by, or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures, and other personal property located in the Premises or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant regardless of whether title to such improvements is in Tenant or Landlord;
- ii. upon or measured by the Base Rent, including without limitation any gross receipts tax or excise tax levied by the federal government or any other governmental body with respect to the receipt of Base Rent;
- iii. upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy by Tenant of the Premises or any portion of the Premises;
- iv. upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises;
- v. upon the Premises and all personal property, furniture, fixtures, and equipment, and all replacements, improvements, or additions to them, whether owned by Landlord or Tenant; and
- vi. impositions based in whole or in part on Base Rent, whether made in addition to or in substitution for any other Taxes.

B. Taxes Payable in Installments. Unless Landlord has exercised its rights under paragraph 5 F, and if, by law, any Taxes may at the option of the taxpayer be paid in installments (whether or not interest accrues on the unpaid balance of such Taxes), Tenant may exercise the option to pay the Taxes (and any accrued interest on the unpaid balance of such Taxes) in installments and in such event Tenant will pay such installments as they become due during the term of this Lease and before any fine, penalty, further interest or cost may be added to them.

C. Taxes for Period other than Term. Any Taxes, including Taxes which have been converted into installment payments, relating to a fiscal period of the taxing authority, a part of which period is included within the term and a part of which is included in a period of time prior to the commencement or after the end of the term, will, whether or not such Taxes or installments are assessed, levied, confirmed, imposed upon or in respect of, or become a lien upon the Premises, or become payable, during the term, be adjusted between Landlord and Tenant as of the commencement or end of the term, so that Tenant will pay that portion of such Taxes or installment which that part of such fiscal period included in the term bears to such fiscal period, and Landlord will pay the remainder.

D. Other Impositions. Tenant will not be obligated to pay local, state, or federal net income taxes assessed against Landlord; local, state, or federal capital levy of Landlord; or sales, excise, franchise, gift, estate, succession, inheritance, or transfer taxes of Landlord.

E. Right to Contest Taxes. Tenant will have the right to contest the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good faith, only after paying such Taxes or posting such security as Landlord may reasonably require

in order to protect the Premises against loss or forfeiture. Upon the termination of any such proceedings, Tenant will pay the amount of such Taxes or part of such Taxes as finally determined, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties, or other related liabilities. Landlord will not be required to join in any such contest or proceedings unless the provisions of any law, or regulations then in effect will require that such proceedings be brought by or in the name of Landlord. If required, Landlord will join in such proceedings or permit them to be brought in its name; however, Landlord will not be subjected to any liability for the payment of any costs or expenses in connection with any such contest or proceedings, and Tenant will indemnify Landlord against and save Landlord harmless from any such costs and expenses.

F. Estimated Payments. If Landlord elects to do so, then, in each December during the term or as soon after December as practicable, Landlord will give Tenant written notice of its estimate of the Taxes payable under paragraph 5 A for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Tenant will pay to Landlord one-twelfth (1/12) of such estimated amounts; however, if such notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after such notice is given. If at any time or times it appears to Landlord that the Taxes payable under paragraph 5 A for the current calendar year will vary from its estimate by more than ten percent (10%), Landlord will, by written notice to Tenant, revise its estimate for such year, and subsequent payments by Tenant for such year will be based upon such revised estimate.

G. Final Settlement. If Landlord has exercised its rights pursuant to paragraph 5 F, then within ninety (90) days after the close of each calendar year or as soon after such ninety (90) day period as practicable, Landlord will deliver to Tenant a statement of amounts payable under paragraph 5 A for such calendar year prepared by certified public accountants designated by Landlord, or prepared by Landlord and certified by one of its officers, and such certified statement will be final and binding upon Landlord and Tenant. If such statement shows an amount owing by Tenant that is less than the estimated payments previously made by Tenant for such calendar year, the statement will be accompanied by a refund of the excess by Landlord to Tenant. If such statement shows an amount owing by Tenant that is more than the estimated payments previously made by Tenant for such calendar year, Tenant will pay the deficiency to Landlord within thirty (30) days after the delivery of such statement.

6. UTILITIES

Tenant shall, at its sole cost and expense, arrange for the furnishing of all services and utilities necessary for the operation of the Premises, including without limitation communication, energy, water and sewer, necessary for the operation of the Premises, and Tenant covenants and agrees to pay all charges therefor directly to the applicable public utility or entity furnishing such service to the Premises. Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of services and utilities furnished to the Premises by others, except to the extent such failure or defect is caused by the negligence or intentional misconduct of Landlord.

Landlord acknowledges that certain new utility lines may need to be installed, including across Landlord's property outside of the Premises. Landlord agrees to provide Tenant with any easements or authorizations that are reasonable and necessary for such utility lines and Tenant agrees to coordinate with Landlord as to the location of such new utility lines.

7. INSURANCE AND WAIVER OF SUBROGATION

A. Tenant's Insurance. Tenant shall obtain and maintain for the life of this Lease the following minimum insurance coverage. If Tenant retains a contractor or subcontractor to perform work at or on the Premises, Tenant shall also be responsible for assuring that each of its contractors or subcontractors, and anyone employed directly or indirectly by any contractor or subcontractor, provide adequate insurance for the work performed or products supplied by it.

Approval by Landlord: Approval of the insurance by Landlord shall not relieve or decrease the liability of Tenant hereunder. It is to be understood that Landlord does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect Tenant's interests or liabilities. An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by Landlord. Landlord shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR.

If Tenant neglects, refuses or fails to provide the insurance required under this Lease, or if such insurance is cancelled for any reason, Landlord shall have the right but not the duty to procure the same, and the cost thereof shall be due and payable as Additional Charges together with Base Rent.

Landlord reserves the right to request a copy of all policies and endorsements prescribed herein.

- i. Commercial General Liability Insurance in the amount of \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage arising out of the maintenance, use or occupancy of the Premises. Such insurance will contain a provision that Landlord, although named as an additional insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, officers, and employees, or the property of such persons. Such insurance will also, to the extent obtainable, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Policy to include contractual liability coverage insuring the indemnification provision contained in Section 19 of this Lease.

Landlord will accept any combination of primary CGL and Excess or Umbrella policies to meet the minimum coverage requirements above.

- ii. Business Automobile Liability Insurance in the amount of \$5,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the Premises.
- iii. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this Lease and under the control of Tenant. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio, a copy of a

certificate of premium payment from the Industrial commission and Bureau of Workers Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

- iv. Property Insurance written on a "Special Form" or equivalent basis in the full amount of the replacement cost of any improvements and betterments added by Tenant and contents now or after this date located on the Premises estimated at \$300,000.00. The coverage will be on a replacement cost basis.

Property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, debris removal including demolition occasioned by enforcement of any applicable legal requirements. This property insurance shall apply to the improvements and betterments and contents of the Premises.

General Requirements: Tenant shall not enter or utilize the Premises until it has obtained the required insurance and has received written approval of such insurance by Landlord. Tenant shall furnish evidence of such insurance in the form of a certificate (Accord or similar form).

The certificate shall provide the following:

- i. The policy shall be written on an occurrence basis. If any insurance specified above is written on a "Claims Made" (rather than an "occurrence" basis), then, in addition, to the coverage requirements stated herein, Tenant shall:
 - (1) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the Commencement Date of this Lease.
 - (2) Maintain and provide evidence of similar insurance for at least one-(1) year following the termination of this Lease; and
 - (3) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Commencement Date of this Lease, Tenant shall purchase "extended reporting" coverage for a minimum of three (3) years after termination of this Lease.
- ii. Name Landlord as an additional insured for all liability coverage under i (Commercial General Liability) and ii (Business Automobile Liability) above for claims arising out of operations in conjunction with this Lease.
- iii. Contain a waiver of subrogation in favor of Landlord.
- iv. Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by Landlord.
- v. Contain a specific reference to the subject Lease.

- vi. Specify all deductibles & Self-Insured Retentions (SIR), as applicable.
- vii. In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after Landlord has received written notice of such change or cancellation from Tenant. Such notice shall be mailed by certified mail, return receipt requested, to Landlord's Property Manager.
- viii. An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Landlord. The Landlord shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR.

B. Licensee's or Sublessor's Insurance. Tenant shall also be responsible for ensuring that any approved licensee or sublessor (see section 9.C.) maintains the same minimum insurance coverage for Commercial General Liability Insurance, Business Automobile Liability Insurance, and Statutory Workers' Compensation coverage as required in section 7.A.

C. Waiver of Subrogation. With respect to first party property insurance, Landlord and Tenant waive all rights to recover against each other or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees, or business visitors of each other for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to paragraph 7 or any other insurance or self-insurance plan actually carried by each of them. Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Building or the Premises or the contents of either of them.

8. LANDLORD'S AND TENANT'S WORK

A. Landlord's Work. Landlord shall have no obligation to perform or cause the performance of any improvements to the Premises prior to delivery thereof to Tenant.

B. Tenant's Work. Within fifteen (15) days from the date of this Lease, Tenant shall prepare and deliver to Landlord detailed plans and specifications of the improvements to the Premises to be constructed by Tenant in compliance with **Exhibit "C"** attached hereto and made a part hereof. Within fifteen (15) days following Landlord's receipt of Tenant's plans and specifications Landlord shall notify Tenant whether Tenant's plans and specifications are acceptable to Landlord. If Tenant's plans and specifications are not acceptable to Landlord, Landlord will advise Tenant of the required modifications to Tenant's plans and specifications. Tenant shall modify and deliver to Landlord its revised plans and specifications within five (5) days from receipt of Landlord's required modifications. Landlord and Tenant will continue this process until Landlord has approved Tenant's plans and specifications ("Tenant's Work"). Within ten (10) days from receipt of Landlord's approval of Tenant's plans and specifications, Tenant will apply for any and all permits and other governmental approvals necessary to perform Tenant's Work and Tenant will diligently pursue such application(s) until approved. Tenant shall not modify Tenant's plans and specifications approved by Landlord without Landlord's prior written consent. Upon Landlord's delivery of the Premises, and provided Landlord has approved Tenant's plans and specifications, Tenant will commence construction of Tenant's improvements to the Premises in accordance with the plans and specifications approved by Landlord. Tenant shall not commence any work in the Premises until Tenant delivers to Landlord a policy of public liability

and property damage insurance in accordance with the requirements of paragraph 7 of this Lease. If Tenant has not complied with each of the foregoing conditions, Landlord may, in its sole and absolute discretion, reasonably control Tenant's access to the Premises to the extent Landlord deems necessary without such actions resulting in any postponement or delay of the Commencement Date set forth in paragraph 3 A of this Lease. Tenant will complete construction of Tenant's improvements, fixture and stock the Premises and initially open for business to the public on or before nine (9) months after the Commencement Date. Tenant must receive Landlord's consent, which shall not be unreasonably withheld, to its exterior signage plans and specifications prior to installation of Tenant's exterior signage upon the Premises.

9. USES

A. Lawful Use Only. Tenant shall use the Premises for the purpose of operating an inter-city and inter-state bus terminal with ticketing booth with both interior and exterior improvements to the Premises for the convenience and security of both transit customers and employees. Tenant shall not use or occupy, or permit any portion of the Premises to be used or occupied,

- i. in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement, or
- ii. for any disreputable business or purpose, or
- iii. in any manner or for any business or purpose that would increase the risks of fire or other hazards, or that would in any way violate, suspend, void, or increase the rate of fire or liability or any other insurance of any kind at any time carried by Landlord upon all or any part of the Building in which the Premises are located; or
- iv. for any purpose other than permitted herein without the express written consent of the Landlord which shall not be unreasonably withheld.

Tenant will comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the Premises, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Building in which the Premises are located. Any increase in the cost of any insurance carried by Landlord attributable to Tenant's activities, property, or improvements in the Premises or Tenant's failure to perform and observe its obligations and covenants under this Lease will be payable by Tenant to Landlord, from time to time, on demand. A schedule or "make-up" of rates for the Premises or Building of which the Premises are a part issued by the body making its fire insurance rates will be, as between Landlord and Tenant, conclusive evidence of the facts stated in it and of the items and charges in the fire insurance rates then applicable. The final judgment of any court, or the admission of Tenant, that Tenant has violated any law or requirement of governmental or insurance authorities affecting the Premises or Building of which the Premises are a part will be conclusive evidence of such violation as between Landlord and Tenant.

Tenant and Landlord agree that the Building, the Premises, and the Site where the Building and Premises are located will not be used by any party operating passenger buses except for Tenant, Landlord and Greyhound Lines, Inc., except with the prior written consent of Landlord and Tenant.

B. Right to Contest. Tenant will have the right to contest by appropriate proceedings diligently conducted in good faith in the name of Tenant, or, with the prior consent of Landlord, in the name of Landlord, or both, without cost or expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation or legal requirement of any nature. If compliance with any such law, ordinance, order, rule, regulation, or requirement may legally be delayed pending the prosecution of any proceeding without incurring any lien, charge, or liability of any kind against the Premises, or Tenant's interest in the Premises, and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply, Tenant may delay compliance until the final determination of such proceeding. Even if such lien, charge, or liability may be incurred by reason of any such delay, Tenant may so contest and delay, so long as

- i. such contest or delay does not subject Landlord to criminal liability, and
- ii. Tenant furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of any contest or delay.

Landlord will not be required to join any proceedings referred to in this paragraph unless the provision of any applicable law, rule, or regulation at the time in effect requires that such proceedings be brought by or in the name of Landlord, or both. In that event Landlord will join the proceedings or permit them to be brought in its name if Tenant pays all related expenses.

C. Assignment and Subleasing. Tenant shall not assign this Lease or sublease the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion. Notwithstanding the foregoing, Tenant may sublease or license all or a portion of the Premises to Greyhound Lines, Inc., to provide ticketing and inter-city and inter-state ticketed passenger bus service, provided that Greyhound Lines meets Landlord's insurance and subrogation requirements. Notwithstanding any assignment or subletting of the Premises, neither Tenant nor Guarantor, if any, shall be released from any obligations, liabilities or covenants under this Lease. Except in the case of a sublease or license to Greyhound Lines, Inc., Landlord shall have the right to accept or collect Rent from any assignee, subtenant or other occupant for the account of Tenant without being deemed to have consented to an assignment or other transfer; without releasing Tenant or waiving any right against Tenant; and without accepting the payor as a permitted tenant. Except for a sublease or license to Greyhound Lines, Inc., any request for Landlord's consent hereunder shall be accompanied by payment of Eight Hundred Fifty and 00/100 Dollars (\$850.00) for Landlord's administrative and attorneys' fees relating thereto.

D. Operating Covenant. Tenant shall keep the Premises open and operating for business during the same hours of operation as the Landlord's public transit operations at the Premises, with the exceptions of periods during which there is a three or more hour gap in Tenant's scheduled bus services, and during hours when there are scheduled through inter-state or inter-city bus services which use the Premises as a pick-up or drop-off point or on a schedule mutually agreeable to Tenant and Landlord. Tenant will continuously operate its business therein with diligence, fully staffed and stocked.

10. REPAIRS AND MAINTENANCE

Tenant will, at its sole cost and expense, maintain and keep the Premises in good repair within the leased Premises and the areas designated for use on the exterior of the site and will maintain said premises in a clean, safe, secure and attractive condition. All such repairs will be in quality and class equal to the original work or installations. If Tenant fails to maintain and make

such repairs Landlord may make them at the expense of Tenant and such expense will be collectible as Additional Charges and will be paid by Tenant within fifteen (15) days after delivery of a statement for such expenses. Notwithstanding the obligations assumed by Tenant under this paragraph, Landlord will retain at its sole cost and expense the obligation of replacing the foundation, roof, furnace, boiler, central air conditioning compressor and evaporator, plumbing, electrical, exterior area maintenance and structural exterior walls when Landlord finds that the need for such replacements are not the result of Tenant's failure to properly maintain and repair or must be replaced because of a casualty.

11. ALTERATIONS

Tenant will not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent Landlord may withhold in its sole discretion; however, Landlord's prior written consent will not be necessary for any alteration, addition, or improvement which:

- A. costs less than Ten Thousand and 00/100 Dollars (\$10,000.00) including labor and materials;
- B. involves interior remodeling or changes which do not structurally change or modify the Premises;
- C. is made with due diligence, in a good and workmanlike manner and in compliance with all laws; and
- D. is promptly and fully paid for by Tenant.

Except for Tenant's Work as specified in Exhibit "C", any such alteration or improvement which costs more than Ten Thousand and 00/100 Dollars (\$10,000.00) shall be made under the supervision of an architect or engineer satisfactory to Landlord and in accordance with plans and specifications and cost estimates approved by Landlord.

Except for Tenant's Work as specified in Exhibit "C", Landlord may designate a supervising architect to assure compliance with the provisions of this paragraph, and if it does, Tenant shall pay the supervising architect's charges. Subject to Tenant's rights in paragraph 13, all alterations, additions, fixtures, and improvements, whether temporary or permanent in character, made in or upon the Premises by Tenant, will immediately become Landlord's property and, at the end of the term of this Lease will remain on the Premises without compensation to Tenant. Except for Tenant's Work as specified in Exhibit "C", by notice given to Tenant no less than ninety (90) days prior to the end of this Lease, Landlord may require that any alterations, additions, fixtures and improvements made in or upon the Premises be removed by Tenant. In that event, Tenant will remove such alterations, additions, fixtures and improvements at Tenant's sole cost and will restore the Premises to the condition in which they were before such alterations, additions and improvements were made, reasonable wear and tear excepted.

12. MECHANICS' LIENS

Tenant will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, and for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord harmless from all liabilities, liens, claims, and demands on account of such work. If any such lien is filed against the Premises,

Tenant will cause such lien to be discharged of record within ten (10) days after the filing of such lien. If Tenant desires to contest such a lien, it will furnish Landlord, within such ten (10) day period, proof of a court approved security amount deposited with the court pending final judgment of any such contest. If a final non-appealable judgment establishing the validity or existence of a lien for any amount is entered, Tenant will satisfy it at once. If Tenant fails to pay any charge for which such a lien has been filed, and does not give Landlord such security, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with it, will be immediately due from Tenant to Landlord as Additional Charges. Nothing contained in this Lease is the consent or agreement of Landlord to subject Landlord's interest in the Premises to liability under any lien law. If either Landlord or Tenant receives notice that a lien has been or is about to be filed against the Premises, or that any action affecting title to the Premises has been commenced on account of work done by or for Tenant or labor or materials furnished to or for Tenant, it will immediately give the other written notice of such notice. At least fifteen (15) days prior to the commencement of any work (including without limitation any maintenance, repairs, alterations, additions, improvements, or installations which cost in excess of Five Thousand and 00/100 Dollars (\$5,000.00)) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to post notices of non-responsibility or similar notices on the Premises in order to protect the Premises against any such liens.

13. SURRENDER OF PREMISES

At the end of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building. Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such trade fixtures or equipment are used in the operation of the Building or if the removal of such fixtures or equipment will impair the structure of the Building. Except for Tenant's Work as specified in Exhibit "C", whether or not Tenant is then in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with paragraph 11. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, alterations, additions, and improvements not so removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant shall not be required to remove Tenant's Work as specified in Exhibit "C". Tenant's obligation to observe and perform this covenant will survive the expiration or earlier termination of this Lease.

14. ABANDONMENT AND HOLDOVER

If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall be bound by the terms and provisions of this Lease except that no tenancy or interest in the Premises shall result, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction, and Tenant shall (with no additional notice required by Landlord) pay to Landlord, as liquidated damages, a sum equal to one hundred ten percent (110%) of the Base Rent payable during the calendar month immediately preceding the expiration or earlier termination of this Lease for any period during which Tenant shall hold the Premises after the stipulated term of this Lease shall expire or may have terminated. If Tenant

vacates the Premises prior to the scheduled expiration of the term of this Lease, Tenant shall be in default of this Lease, and if Tenant has not re-entered the Premises and resumed the operation of the business set forth in paragraph 9 A of this Lease within the next thirty (30) consecutive days, Tenant shall be deemed to have abandoned the Premises, and Landlord shall have the right, but not the obligation, to take sole possession of the Premises on or after the tenth (10th) day following the expiration of said thirty (30) day period and Landlord may relet said Premises in accordance with the terms in paragraph 22 B hereof.

15. DAMAGE TO PREMISES

In the event that the Building or improvements now located on the Premises shall be so damaged or injured from any cause whatever during the term of this Lease so as to render untenable all or any substantial part of the Premises, and if in the judgment of Tenant the Premises cannot within ninety (90) days be restored to their condition prior to such damage or injury, then Tenant shall have the right to terminate this Lease as of the date of the damage or injury by giving notice in writing to Landlord within thirty (30) days after such damage or injury. A condition for the exercise of the right to termination by Tenant, shall be the enforceable assignment to Landlord of Tenant's interests in all insurance proceeds payable as a result of said damage or injury, exclusive of insurance proceeds relating to damage or injury to property removable by Tenant under the provisions of paragraph 13 and business interruption coverage proceeds. Base Rent and Additional Charges due hereunder shall be prorated and paid as of the date of said damage or injury. If the period of time agreed upon by the parties shall be in excess of ninety (90) days, and Tenant shall not have elected, as aforesaid, to terminate this Lease, then this Lease may not be terminated on account of such damage or injury, and the parties shall pursuant to paragraph 10 repair, reconstruct, or restore the Premises to a condition equivalent to that of their former condition. The parties shall share pro rata in the proceeds of insurance in proportion to their respective actual costs of the work.

16. CONDEMNATION

A. Total Taking. If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case, a "Taking"), all of the Premises are taken, or if so much of the Premises are taken that the Premises (even if the restorations described in subparagraph B were to be made) cannot be used by Tenant for the Permitted Use, this Lease will end on the earlier of the vesting of title to the Premises in the condemning authority, or the taking of possession of the Premises by the condemning authority (in either case, the "Ending Date"). If the Lease ends according to this subparagraph A, Rent will be appropriately prorated to the Ending Date. The award in a Taking subject to this subparagraph A will be allocated according to subparagraph D.

B. Partial Taking. If, after a Taking, so much of the Premises remains that the Premises can be used for the Permitted Use:

- i. this Lease will end on the Ending Date as to the part of the Premises which is taken,
- ii. Rent will be appropriately allocated to the part of the Premises which is taken and prorated to the Ending Date,
- iii. beginning on the day after the Ending Date, Rent for so much of the Premises as remains will be reduced in the proportion of the area of the

Premises remaining after the Taking to the area of the Premises before the Taking,

- iv. at its cost, Landlord will restore so much of the Premises as remains to a sound architectural unit substantially suitable for the Permitted Use, using good workmanship and new first-class materials. Landlord's duty to so restore shall not extend to non-structural or interior walls or interior surfaces, nor to Tenant's Work, trade fixtures or equipment installed or used by Tenant. All other costs for restoration shall be the obligation of Tenant.
- v. upon the completion of restoration according to clause (iv), Landlord will pay Tenant the lesser of the net award made to Landlord on account of the Taking (after deducting from the total award attorneys', appraisers' and other costs incurred in connection with obtaining the award, and amounts paid to the holders of mortgages affecting the Premises), or Tenant's actual out-of-pocket cost of restoring the Premises, and
- vi. Landlord will keep the balance of the net award.

C. Tenant's Award. In connection with any Taking subject to subparagraph A or B, Tenant may prosecute its own claim by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Tenant was entitled to remove and moving expenses) only so long as Tenant's award does not diminish or otherwise adversely affect Landlord's award.

D. Allocation of an Award for a Total Taking. If this Lease ends according to subparagraph A, the condemnation award will be paid in the order in this subparagraph to the extent it is sufficient:

- i. First, Landlord will be reimbursed for its attorneys' fees, appraisal fees, and other costs incurred in prosecuting the claim for the award.
- ii. Second, Landlord will be paid compensation for lost Rent.
- iii. Third, Tenant will be paid its adjusted book value as of the date of the Taking of its improvements (excluding trade fixtures) made to the Premises. In computing its adjusted book value, improvements will be conclusively presumed to have been depreciated or amortized for federal income tax purposes over their useful lives with a reasonable salvage value.
- iv. Fourth, the balance will be divided equally between Landlord and Tenant.

17. SUBORDINATION AND ATTORNMENT

A. Subject to Section 21, This Lease and Tenant's rights under this Lease are subject and subordinate to any conveyances made by Landlord as a part of any first mortgage, first deed of trust or other first lien, encumbrance or indenture, together with any renewals, extensions, modifications, consolidations, and replacements of them, which now or at any subsequent time affect the Premises or any interest of Landlord in the Premises or Landlord's interest in this Lease

and the estate created by this Lease (except to the extent that any such instrument expressly provides that this Lease is superior to it). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Nevertheless, Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, such documents as may be requested by Landlord, any ground landlord or underlying lessor or any mortgagee, or any holder of a deed of trust or other instrument described in this paragraph, to confirm or effect any such subordination. If Tenant fails or refuses to execute, acknowledge, and deliver any such document within twenty (20) days after written demand, Landlord, its successors and assigns will be entitled to execute, acknowledge, and deliver any such document on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints Landlord, its successors and assigns, as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any documents described in this paragraph. Notwithstanding the forgoing or anything else contained in this Lease, the effectiveness of such subordination is subject to the condition that Landlord obtain from any holder of any such mortgage or deed of trust on the Premises a subordination, non-disturbance agreement and attornment agreement on a form reasonably acceptable to Tenant and to Tenant's Leasehold Mortgagee, if any, which provides that as long as Tenant pays all Rent when due and observes all other covenants and obligations on its part to be observed under this Lease, the terms and conditions of this Lease shall continue in full force and effect and Tenant's rights under this Lease and its possession, use and occupancy of the Premises shall not be disturbed throughout the Term by the holder of such mortgage or deed of trust or by any purchaser upon foreclosure of such mortgage or deed of trust (a "SNDA").

B. If any person succeeds to Landlord's interest in the Premises, Tenant will pay to it all Rent subsequently payable under this Lease. Tenant will, upon request of anyone so succeeding to the interest of Landlord, automatically become the tenant of, and attorn to, such successor in interest without change in this Lease. Such successor in interest will not be bound by:

- i. any payment of Rent for more than one (1) month in advance, or
- ii. any amendment or modification of this Lease: (a) not disclosed, including the disclosure required by the Estoppel Certificate addressed in subparagraph 23 D; or, (b) made after Tenant is given written notice that the successor has succeeded to Landlord's interests in the Premises, or
- iii. any claim against Landlord arising prior to the date on which such successor succeeded to Landlord's interest, or
- iv. any claim or offset of Rent against Landlord.

Upon request by such successor in interest and without cost to Landlord or such successor in interest, Tenant will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. The instrument of attornment will also provide that such successor in interest will not disturb Tenant in its use of the Premises in accordance with this Lease. If Tenant fails or refuses to execute, acknowledge, and deliver any such instrument within twenty (20) days after written demand, such successor in interest will be entitled to execute, acknowledge, and deliver any such document for and on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints such successor in interest as Tenant's attorney-in-fact to execute, acknowledge and deliver on behalf of Tenant any document described in this paragraph.

18. LANDLORD'S RIGHT OF ACCESS

Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to peaceably:

- A. inspect the Premises,
- B. exhibit the Premises to prospective purchasers, lenders, or tenants,
- C. determine whether Tenant is complying with its obligations in this Lease,
- D. supply any service which this Lease requires Landlord to provide,
- E. post notices of non-responsibility or similar notices, or
- F. make repairs which this Lease requires Landlord to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of Landlord's adjacent premises; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

Except for claims based on Landlord's willful misconduct, Tenant waives any claim of injury or inconvenience to Tenant's business, interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. Landlord will at all times have a key with which to unlock all of the doors in the Premises (excluding Tenants vaults, safes and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any means which Landlord may deem proper to open doors in the Premises and to the Premises in an emergency in order to enter the Premises. No entry to the Premises by Landlord by any means not amounting to gross negligence will be regarded as a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any part of the Premises, nor will any such entry entitle Tenant to damages or any abatement of Rent or other charges which this Lease requires Tenant to pay.

19. INDEMNIFICATION

To the fullest extent permitted by law, Tenant shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless Landlord and its agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits, for Tenant's proportionate share and the proportionate share of any entity employed or contracted by Tenant, arising out of or resulting from the performance of this Lease, including:

- A. the use or occupancy of the Premises by Tenant or any person claiming under Tenant;
- B. any activity, work, or thing done, or permitted or suffered by Tenant in or about the Premises;
- C. any acts, omissions, or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees, or visitors of Tenant or any such person;

D. any breach, violation, or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, or visitors of Tenant or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or

E. (except for loss of use of all or any portion of the Premises or Tenant's property located within the Premises which is proximately caused by the gross negligence or willful misconduct of Landlord), any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of Tenant, providing that any such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part by the fault of Tenant or any person or entity directly or indirectly employed by it. Such obligation shall not be construed to negate, abridge, or otherwise diminish any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Nothing herein shall be construed as making Tenant liable for any claims, actions, judgments, costs, penalties, liabilities, damages or losses and expenses caused by the gross negligence and/or willful misconduct of Landlord.

If any action or proceeding is brought against Landlord, its employees, or agents by reason of any such claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

To the extent that any portion of this provision is found to be in violation of any applicable law, said portion(s) of this provision are stricken but all remaining portions of this provision shall remain in full force and effect.

20. WAIVER AND RELEASE

Tenant waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. In addition, Tenant agrees that Landlord, its agents, and employees, will not be liable for any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant's business occasioned by theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, order of governmental body or authority, fire, explosion, falling objects, steam, water, rain or snow, leak or flow of water (including water from the transit system), rain or snow from the Premises or into the Premises or from the roof, street, subsurface or from any other place, or by dampness or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the Premises, or from construction, repair, or alteration of the Premises or from any acts or omissions of any other Tenant, occupant, or visitor of the Premises, or from any cause beyond Landlord's control.

21. QUIET ENJOYMENT

So long as Tenant pays the Rent, and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord, or anyone claiming by, through or under Landlord.

22. DEFAULT

A. Events of Default. The following occurrences are "events of default":

- i. Tenant defaults in the due and punctual payment of Rent, and such default continues for ten (10) days after notice from Landlord; however, Tenant will not be entitled to more than one (1) notice for default in payment of Rent during any twelve (12) month period, and if, within twelve (12) months after any such notice, any Rent is not paid when due, an event of default will be deemed to have occurred without further notice;
- ii. Tenant vacates or abandons the Premises;
- iii. This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within thirty (30) days after its levy;
- iv. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;
- v. Involuntary proceedings under any such bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of Tenant's property, and such proceeding is not dismissed or such receivership or trusteeship is not vacated within sixty (60) days after such institution or appointment;
- vi. Tenant fails to take possession of the Premises on the Commencement Date of the term; or
- vii. Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

B. Landlord's Remedies. If any one or more events of default set forth in paragraph 22 A occurs, then Landlord may, at its election, either:

- i. Give Tenant written notice of its intention to terminate this Lease on the date of such notice or on any later date specified in such notice, and, on the date specified in such notice, Tenant's right to possession of the Premises will cease and the Lease will be terminated (except as to Tenant's liability set forth in this subparagraph i. as if the expiration of the term fixed in such notice were the end of the term of this Lease. If this Lease is terminated pursuant to the provisions of this subparagraph i., Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums which would have been owing by Tenant under this Lease for the balance of the term if this Lease had not been terminated, less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to such termination, after deducting all Landlord's expense in connection with such re-letting, including without limitation, the expenses set forth in

subparagraph B ii. Landlord will be entitled to collect such damages from Tenant monthly on the days on which the Rent and other amounts would have been payable under this Lease if this Lease had not been terminated and Landlord will be entitled to receive such damages from Tenant on each such day. Alternatively, at the option of Landlord, if this Lease is terminated, Landlord will be entitled to recover from Tenant:

- (1) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;
- (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amounts of such Rent loss that Tenant proves could reasonably have been avoided;
- (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term of this Lease after the time of award exceeds the amount of such Rent loss that Tenant proves could reasonably be avoided; and
- (4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result from such failure.

The "worth at the time of award" of the amount referred to in clauses (1) and (2) is computed by allowing interest at the highest rate permitted by law. The worth at the time of award of the amount referred to in clause (3) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Cleveland, Ohio, at the time of award. For the purpose of determining unpaid Rent under clause (3), the monthly Rent reserved in this Lease will be deemed to be the sum of the Base Rent and Additional Charges due under paragraph 4 and the amounts last payable by Tenant pursuant to paragraph 4 for the calendar year in which the award is made; or

- ii. On ten (10) days' notice, re-enter and take possession of the Premises or any part of the Premises; and repossess the Premises as of Landlord's former estate; and expel Tenant from the Premises and those claiming through or under Tenant; and, remove the effects of both or either, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of covenants or conditions. If Landlord elects to re-enter, as provided in this subparagraph B ii. or if Landlord takes possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, re-let the Premises or any part of the Premises in Landlord's or Tenant's name but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such terms and conditions (which may include concessions of free rent, and the alteration and repair of the Premises) as

Landlord, in its sole discretion, may determine. Landlord may collect and receive the rents for the Premises. Landlord will not be responsible or liable for any failure to re-let the Premises, or any part of the Premises, or for any failure to collect any rent due upon such re-letting. No such re-entry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord under this Lease or under a forcible entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically says so. Landlord reserves the right following any such re-entry or re-letting, or both, to exercise its right to terminate this Lease by giving Tenant such written notice, and in that event the Lease will terminate as specified in such notice.

If Landlord elects to take possession of the Premises according to this subparagraph B ii. without terminating the Lease, Tenant will pay Landlord

- (1) the Rent and other sums which would be payable under this Lease if such repossession had not occurred, less
- (2) the net proceeds, if any, of any re-letting of the Premises after deducting all of Landlord's expenses incurred in connection with such re-letting, including without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration, remodeling, repair costs, and expenses of preparation for such re-letting.

If, in connection with any re-letting, the new Lease term extends beyond the existing term or the Premises covered by such re-letting include areas which are not part of the Premises, a fair apportionment of the rent received from such re-letting and the expenses incurred in connection with such re-letting will be made in determining the net proceeds received from such re-letting. In addition, in determining the net proceeds from such re-letting, any rent concessions will be apportioned over the term of the new Lease. Tenant will pay such amounts to Landlord monthly on the days on which the Rent and all other amounts owing under this Lease would have been payable if possession had not been retaken and Landlord will be entitled to receive the Rent and other amounts from Tenant on each such day; or

- iii. Pay when due amounts payable under this Lease or perform any of Tenant's other obligations under the Lease within the time permitted for its performance, upon such notice or without notice, as may be reasonable under the circumstances and without waiving any of its rights under this Lease. All amounts so paid by Landlord and all cost and expenses incurred by Landlord in connection with the performance of any such obligations (together with interest at the prime rate from the date of Landlord's payment of such amount or incurring of each such cost or expense until the date of full repayment by Tenant) will be payable by Tenant to Landlord on demand. In the proof of any damages which Landlord may claim against Tenant arising out of Tenant's failure to maintain insurance, Landlord will not be limited to the amount of the unpaid insurance premium but rather

Landlord will also be entitled to recover as damages for such breach, the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorney's fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide such insurance.

C. Remedies Cumulative. Suit or suits for the recovery of the Rent and other amounts and damages set forth in this paragraph may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date on which the term of this Lease expires. Each right and remedy in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease or existing at law or in equity or by statute or otherwise, including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of any such rights or remedies will not preclude the simultaneous or later exercise by Landlord of any other such rights or remedies. All such rights and remedies are cumulative and nonexclusive. Notwithstanding anything to the contrary contained in Section 22 hereof, Landlord shall be obligated to take reasonable actions to mitigate its damages.

23. MISCELLANEOUS PROVISIONS

A. No Offer Intended. The submission of this Lease to Tenant is not an offer to Lease the Premises, or an agreement by Landlord to reserve the Premises for Tenant. Landlord will not be bound to Tenant until Tenant has duly executed and delivered duplicate original Leases to Landlord and Landlord has duly executed and delivered one of those duplicate original Leases to Tenant.

B. Brokers. Landlord and Tenant warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises or this Lease. Tenant agrees to indemnify Landlord against any loss, liability, and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions from anyone with whom Tenant has dealt with regard to the Premises or this Lease.

C. No Merger. The surrender of this Lease by Tenant or the cancellation of this Lease by agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's option, terminate any subleases or operate as an assignment to Landlord of any subleases. Landlord's option under this paragraph will be exercised by notice to Tenant and all known subtenants in the Premises.

D. Estoppel Certificates. Within ten (10) days after written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord a certificate stating

- i. that this Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement,
- ii. the date to which Rent and other sums payable under this Lease have been paid,

- iii. that no notice has been received by Tenant of any default which has not been cured, or, if such a default has not been cured, what Tenant intends to do in order to effect the cure, and when it will do so,
- iv. that Tenant has accepted and occupied the Premises,
- v. that Tenant has no claim or offset against Landlord, or, if it does, stating the circumstances which gave rise to the claim or offset,
- vi. that Tenant is not aware of any prior assignment of this Lease by Landlord, or, if it is, stating the date of the assignment and assignee (if known to Tenant), and
- vii. such other matters as may be reasonably requested by Landlord.

Any such certificate may be relied upon by any prospective purchaser of the Premises and any prospective mortgagee or beneficiary under any deed of trust or mortgage encumbering the Premises. If Landlord submits a completed certificate to Tenant, and if Tenant fails to object to its contents within five (5) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct. Furthermore, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver on Tenant's behalf any completed certificate to which Tenant does not object within five (5) days after its receipt.

E. No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the term of this Lease will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. The delivery of Tenant's keys to any employee or agent of Landlord will not constitute a termination of this Lease unless Landlord has entered into a written agreement to that effect. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the Rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated Rent. No endorsement or statement on any check, or any letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than Tenant, Landlord may collect Rent from the assignee, subtenant, or occupant and apply the net amount collected to the Rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

F. Joint and Several Liability. If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease.

G. Authority. If Tenant signs this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the state of Ohio, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on

behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

H. Captions, Exhibits, Gender, and Number. The captions and table of contents are inserted in this Lease only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. The exhibits to this Lease are incorporated into the Lease. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

I. Entire Agreement. This Lease contains the entire agreement between Landlord and Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those which are set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease.

J. Severability. If any provision(s) of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as a part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

K. Governing Law and Venue. This Lease will be governed by the law of the State of Ohio and will be construed and interpreted according to that law. Venue on any action arising out of this Lease will be proper only in the Cuyahoga County, State of Ohio, Court of Common Pleas or in the case of Forcible Entry and Detainer actions, the Municipal Court having territorial jurisdiction.

L. Binding Effect. This Lease will inure to the benefit of, and will be binding upon, the successors and permitted assigns of Landlord and Tenant.

M. Memorandum of Lease. This Lease will not be recorded, but rather a "Memorandum of Lease" may be recorded at the option of Landlord or Tenant, in form and substance mutually agreeable to both parties and signed by both parties hereto.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed this agreement on the date first written above.

TENANT:

BARONS BUS INC,
An Ohio for profit corporation

By: _____
Thomas G. Goebel
President

LANDLORD:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**, a political subdivision
organized under Revised Code Chapter 306

BY: _____
India L. Birdsong Terry
General Manager, Chief Executive Officer

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Janet E. Burney, General Counsel
Deputy General Manager for Legal Affairs

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, came the Greater Cleveland Regional Transit Authority, a body politic, by India L. Birdsong Terry, its General Manager, Chief Executive Officer, who acknowledged that she did execute the foregoing instrument, on behalf of said Authority; that the same is her free act and deed as such officer; and the free act and deed of the Authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this _____ day of _____, 2024.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, came Barons Bus Inc., an Ohio corporation, by Thomas G. Goebel its President, who acknowledged that he did execute the foregoing instrument, on behalf of said corporation; that the same is his free act and deed, individually and as such officer; and the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this _____ day of _____, 2024.

NOTARY PUBLIC

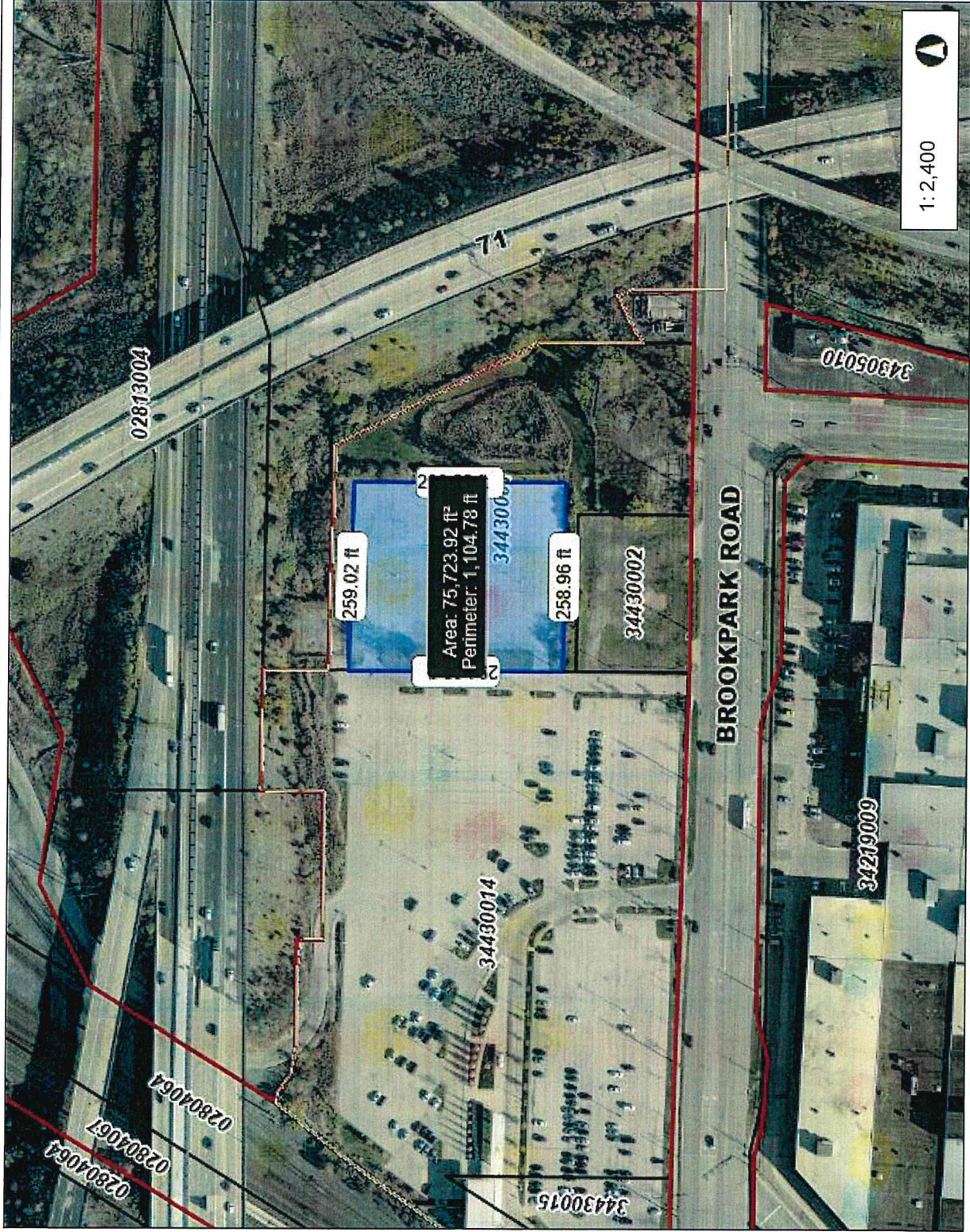
EXHIBIT "A-1" and EXHIBIT "A-2"

LEASED PREMISES AND SITE PLAN

DRAFT



EXHIBIT A1 - PREMISES - 1.74-Acre Portion of PPN 34430001



Date Created: 10/7/2024

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel

400 0 200 400 Feet

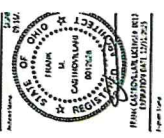
Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



NORTH

FMC
architect
1402 Bayview Blvd, Suite 211
Pitts, Ohio 44131
Phone: 216.337.3517
Email: fmc@fmcarchitect.com



NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS AND BRIDGES.
2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND ADJACENT AREAS. THE DESIGNER HAS NOT CONDUCTED ANY SUBSURFACE INVESTIGATIONS OR OTHER SPECIAL INVESTIGATIONS.
3. THE DESIGNER HAS NOT CONDUCTED ANY TRAFFIC STUDIES OR ANALYSES.
4. THE DESIGNER HAS NOT CONDUCTED ANY ENVIRONMENTAL STUDIES OR ANALYSES.
5. THE DESIGNER HAS NOT CONDUCTED ANY HISTORIC PRESERVATION STUDIES OR ANALYSES.
6. THE DESIGNER HAS NOT CONDUCTED ANY ARCHITECTURAL HISTORIC PRESERVATION STUDIES OR ANALYSES.
7. THE DESIGNER HAS NOT CONDUCTED ANY LANDSCAPE ARCHITECTURE STUDIES OR ANALYSES.
8. THE DESIGNER HAS NOT CONDUCTED ANY CIVIL ENGINEERING STUDIES OR ANALYSES.
9. THE DESIGNER HAS NOT CONDUCTED ANY ELECTRICAL ENGINEERING STUDIES OR ANALYSES.
10. THE DESIGNER HAS NOT CONDUCTED ANY MECHANICAL ENGINEERING STUDIES OR ANALYSES.
11. THE DESIGNER HAS NOT CONDUCTED ANY PLUMBING ENGINEERING STUDIES OR ANALYSES.
12. THE DESIGNER HAS NOT CONDUCTED ANY HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) ENGINEERING STUDIES OR ANALYSES.
13. THE DESIGNER HAS NOT CONDUCTED ANY FIRE PROTECTION ENGINEERING STUDIES OR ANALYSES.
14. THE DESIGNER HAS NOT CONDUCTED ANY SAFETY ENGINEERING STUDIES OR ANALYSES.
15. THE DESIGNER HAS NOT CONDUCTED ANY SECURITY ENGINEERING STUDIES OR ANALYSES.
16. THE DESIGNER HAS NOT CONDUCTED ANY SOUND AND VIBRATION ENGINEERING STUDIES OR ANALYSES.
17. THE DESIGNER HAS NOT CONDUCTED ANY LIGHTING ENGINEERING STUDIES OR ANALYSES.
18. THE DESIGNER HAS NOT CONDUCTED ANY SIGNAGE ENGINEERING STUDIES OR ANALYSES.
19. THE DESIGNER HAS NOT CONDUCTED ANY UTILITIES ENGINEERING STUDIES OR ANALYSES.
20. THE DESIGNER HAS NOT CONDUCTED ANY WATER SUPPLY ENGINEERING STUDIES OR ANALYSES.
21. THE DESIGNER HAS NOT CONDUCTED ANY WASTE WATER ENGINEERING STUDIES OR ANALYSES.
22. THE DESIGNER HAS NOT CONDUCTED ANY SOLID WASTE ENGINEERING STUDIES OR ANALYSES.
23. THE DESIGNER HAS NOT CONDUCTED ANY AIR QUALITY ENGINEERING STUDIES OR ANALYSES.
24. THE DESIGNER HAS NOT CONDUCTED ANY CLIMATE ENGINEERING STUDIES OR ANALYSES.
25. THE DESIGNER HAS NOT CONDUCTED ANY ENERGY ENGINEERING STUDIES OR ANALYSES.
26. THE DESIGNER HAS NOT CONDUCTED ANY RENEWABLE ENERGY ENGINEERING STUDIES OR ANALYSES.
27. THE DESIGNER HAS NOT CONDUCTED ANY TRANSPORTATION ENGINEERING STUDIES OR ANALYSES.
28. THE DESIGNER HAS NOT CONDUCTED ANY INFRASTRUCTURE ENGINEERING STUDIES OR ANALYSES.
29. THE DESIGNER HAS NOT CONDUCTED ANY BUILDING ENGINEERING STUDIES OR ANALYSES.
30. THE DESIGNER HAS NOT CONDUCTED ANY STRUCTURAL ENGINEERING STUDIES OR ANALYSES.
31. THE DESIGNER HAS NOT CONDUCTED ANY FOUNDATION ENGINEERING STUDIES OR ANALYSES.
32. THE DESIGNER HAS NOT CONDUCTED ANY GEOTECHNICAL ENGINEERING STUDIES OR ANALYSES.
33. THE DESIGNER HAS NOT CONDUCTED ANY SOIL MECHANICS ENGINEERING STUDIES OR ANALYSES.
34. THE DESIGNER HAS NOT CONDUCTED ANY ROCK MECHANICS ENGINEERING STUDIES OR ANALYSES.
35. THE DESIGNER HAS NOT CONDUCTED ANY EARTHQUAKE ENGINEERING STUDIES OR ANALYSES.
36. THE DESIGNER HAS NOT CONDUCTED ANY WIND ENGINEERING STUDIES OR ANALYSES.
37. THE DESIGNER HAS NOT CONDUCTED ANY FLOOD ENGINEERING STUDIES OR ANALYSES.
38. THE DESIGNER HAS NOT CONDUCTED ANY COASTAL ENGINEERING STUDIES OR ANALYSES.
39. THE DESIGNER HAS NOT CONDUCTED ANY ICE ENGINEERING STUDIES OR ANALYSES.
40. THE DESIGNER HAS NOT CONDUCTED ANY PERmafrost ENGINEERING STUDIES OR ANALYSES.
41. THE DESIGNER HAS NOT CONDUCTED ANY CRYOSPHERE ENGINEERING STUDIES OR ANALYSES.
42. THE DESIGNER HAS NOT CONDUCTED ANY GLACIOLOGY ENGINEERING STUDIES OR ANALYSES.
43. THE DESIGNER HAS NOT CONDUCTED ANY CRYOSPHERE ENGINEERING STUDIES OR ANALYSES.
44. THE DESIGNER HAS NOT CONDUCTED ANY GLACIOLOGY ENGINEERING STUDIES OR ANALYSES.
45. THE DESIGNER HAS NOT CONDUCTED ANY CRYOSPHERE ENGINEERING STUDIES OR ANALYSES.
46. THE DESIGNER HAS NOT CONDUCTED ANY GLACIOLOGY ENGINEERING STUDIES OR ANALYSES.
47. THE DESIGNER HAS NOT CONDUCTED ANY CRYOSPHERE ENGINEERING STUDIES OR ANALYSES.
48. THE DESIGNER HAS NOT CONDUCTED ANY GLACIOLOGY ENGINEERING STUDIES OR ANALYSES.
49. THE DESIGNER HAS NOT CONDUCTED ANY CRYOSPHERE ENGINEERING STUDIES OR ANALYSES.
50. THE DESIGNER HAS NOT CONDUCTED ANY GLACIOLOGY ENGINEERING STUDIES OR ANALYSES.

BUS TERMINAL
17510 BROOKPARK ROAD

<input checked="" type="checkbox"/> Design	07/2024
<input checked="" type="checkbox"/> Approval	09/11/24
<input checked="" type="checkbox"/> Permit	09/11/24
<input checked="" type="checkbox"/> Bid	
<input checked="" type="checkbox"/> Construction	
Revisions:	
No.	Date/Description

Drawn By: JAC/PWB
Checked By: JAC
Scale: 1"=32'-0"
Sheet Title: ARCHITECTURAL SITE PLAN

Sheet No: AS-1



1 ARCHITECTURAL SITE PLAN
Scale: 1"=32'-0"

EXHIBIT "B"

RENT PAYMENT SCHEDULE

DRAFT

EXHIBIT B

Base Rent Schedule 2.5% Annual Escalator

Year	Annual Rent	Monthly Rent
Year 1	\$12,000.00 ¹	\$1,000.00
Year 2	12,300.00	1,025.00
Year 3	12,607.50	1,050.63
Year 4	12,922.69	1,076.89
Year 5	13,245.76	1,103.81
Year 6	13,576.90	1,131.41
Year 7	13,916.32	1,159.69
Year 8	14,264.23	1,188.69
Year 9	14,620.84	1,218.40
Year 10	14,986.36	1,248.86
Option 1 - Year 1	15,361.02	1,280.09
Year 2	15,745.05	1,312.09
Year 3	16,138.68	1,344.89
Year 4	16,542.15	1,378.51
Year 5	16,955.70	1,412.98
Option 2 – Year 1	17,379.59	1,448.30
Year 2	17,814.08	1,484.51
Year 3	18,259.43	1,521.62
Year 4	18,715.92	1,559.88
Year 5	19,183.82	1,598.65

¹ Year 1 rent will be partly waived, in accordance with the provisions of paragraph 3.A. of the Lease. Year 2 and subsequent year annual and monthly rent amounts will be consistent with the values shown in this Exhibit B.

EXHIBIT "C"

LANDLORD'S WORK AND TENANT'S WORK

To be supplied by Tenant for approval by GCRTA

DRAFT