

LEASE AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this ____ day of August, 2026 (hereinafter called the "execution date") by and between, Augusta, Georgia, a political subdivision of the state of Georgia (hereinafter referred to as "Augusta," or "Landlord"), and Flix North America Inc., a Delaware corporation, its subsidiaries, affiliates, and contracted bus operators (collectively, hereinafter referred to as "Flix," "Tenant", or "Contractor").

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the Premises (described in Attachments "A" and "B" attached hereto and by reference made a part hereof) (the "Leased Premises"), for the term, at the rental rate, and upon all of the terms, covenants, and conditions set forth in this Agreement. Unless otherwise provided herein, any statement of square footage set forth in this Agreement, or that may have been used in calculating rental, is an approximation which Landlord and Tenant agree is reasonable and the rental based thereon is not subject to revision whether or not the actual square footage is more or less. In addition to Tenant's rights to use and occupy the Leased Premises as hereinafter specified, Tenant shall have the right to use, in common with others, the Common Areas (as defined in Article IX below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the building or to any other buildings at the Transfer Center. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other building and improvements hereon, are herein collectively referred to as the "Leased Premises," "Demised Property," or "Property."

ARTICLE II - LEASE TERM

This Lease Agreement shall commence on August ____, 2026. The term of this Agreement shall be through July 30, 2031. This Agreement shall (i) terminate absolutely and without further obligation on the part of Augusta, as required by OCGA § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Agreement;

Flix North America Inc
Lease Agreement
Contract Number _____

and (iii) terminate absolutely, with no further renewals, on June 30, 2031, unless extended by written amendment.

ARTICLE III - EXTENSIONS

This Agreement may be extended only by written renewal approved by the Landlord and Tenant in accordance with the terms of this Agreement.

ARTICLE IV - DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent for the term of the Lease shall be in the amount described in Attachments "C" attached hereto and by reference made a part hereof.

Section 2. Payment of Yearly Rent. The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent on the first day of each and every calendar month during the term hereof, and prorata for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.

Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.

Section 3. Late Charges. Tenant's failure to pay rent within five (5) business days after receipt of written notice of any nonpayment thereof from Landlord is an event of default under this Lease Agreement; provided, however, Landlord shall be required to provide such written notice only two (2) times in any calendar year, and thereafter, such nonpayment shall be an event of default without the requirement of such written notice. Rent payments not received by Landlord by the fifth day of the month **when due shall be subject to a late penalty of one and one-half percent per month until fully paid.**

ARTICLE V - CONSTRUCTION AND COMPLETION

Section 1. Disclaimer. Landlord makes no covenant or warranty respecting the Property's condition or suitability for Tenant's authorized or proposed uses under this Agreement. Except, however, that Landlord will deliver the Property in compliance with applicable code requirements that are not specific to Tenant's use. Tenant represents that it has made an independent inspection of the Property and is not relying upon any representation or warranty whatsoever from Landlord as to suitability or fitness for Tenant's desired uses. Landlord does not warrant the security of Tenant's personal property or fixtures on the Property, including but not limited to vehicles, inventory, passenger luggage, or equipment.

Section 2. Improvements by Tenant. Tenant shall obtain prior written approval from Landlord before improving any part of the Property and all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Property and shall keep the same in full force and effect at Tenant's cost.

The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within fifteen (15) days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including reasonable attorney's fees, occasioned by the Landlord in having said lien removed from the Property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

Tenant is required to obtain written approval from Landlord before making any improvements to the Property.

Section 3. Utilities. Landlord shall pay for all water, sanitation, sewer, electricity, light, heat, gas, and other services incident to Tenant's use of the Leased Premises. Tenant shall be responsible for providing janitorial services to maintain bathrooms and all common areas of use during hours that it operates outside of the normal operation hours of Augusta Public Transit. All bathrooms and common areas shall be cleaned prior to nightly departure.

ARTICLE VI - OBLIGATIONS FOR REPAIRS

Section 1. Landlord's Repairs. Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of sublessees, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations, or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations, or failures during the entire term hereof.

Section 2. Tenant's Repairs. The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Tenant, its employees, agents, or contractors.

Section 3. Requirements of the Law. The Tenant agrees that if any federal, state, or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the commencement date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items that are the Landlord's duty to repair pursuant to Section (1) and (3) of this Article; and such federal, state, or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders, or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders, or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations, or modifications at Landlord's expense.

Section 4. Tenant's Alterations. The Tenant shall have the right with the expressed written approval of Landlord, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may only make structural alterations and additions to the Leased Premises provided that Tenant

has first obtained the consent thereto of the Landlord in writing. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to, or upon the Leased Premises and the Tenant agrees to pay for all such licenses or permits.

Section 5. Permits and Expenses. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, third-party claims, or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents, or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

ARTICLE VII - TENANT'S COVENANTS

Tenant's Covenants. Tenant covenants and agrees as follows:

Section 1. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder), and reasonable wear and tear;

Section 2. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys to any and all locked areas of the demised

property, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;

Section 3. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

ARTICLE VIII - INDEMNITY BY TENANT

Section 1. Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify Landlord from all third-party injury, loss, claims, or damage to any person or property while on the Leased Premises, to the extent caused by the negligent acts or omissions or willful misconduct of Tenant, its employees, agents, contractors, invitees, or Permitted Tenant Operators, except to the extent caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, or licensees. Tenant shall maintain, with respect to the Leased Premises, public liability insurance as defined in Article XI of this Agreement.

Section 2. The Tenant shall be responsible for third-party injury or damage resulting from the negligent acts or omissions or willful misconduct of Tenant, its employees, agents, contractors, or Permitted Tenant Operators in connection with the performance of this Agreement. Tenant shall indemnify and hold harmless Landlord, its elected officials, officers, employees, and agents from and against third-party claims for bodily injury, death, or property damage to the extent caused by such acts or omissions. Notwithstanding the foregoing, Tenant shall not be required to indemnify any Landlord Indemnitee for claims arising from the sole negligence or willful misconduct of Landlord.

Section 3. As between Landlord and Tenant, Tenant shall assume responsibility and liability for third-party claims for injury, death, or property damage asserted by Tenant's employees, vendors, suppliers, or contractors to the extent caused by the negligent or intentional acts or omissions of Tenant or such parties in connection with the performance of this Agreement. Tenant shall indemnify and hold harmless Landlord Indemnitees from and against such third-party claims.

Section 4. Tenant shall provide a defense to Landlord Indemnitees for any third-party claim subject to indemnification under this Article VIII, but only to the extent such claim is covered by the insurance required to be maintained by Tenant under Article XI of this Agreement. Landlord shall have the right to participate in the defense with counsel of its choosing, at its own expense. Tenant's defense obligation shall not apply to claims arising from the sole negligence or willful misconduct of Landlord.

Section 5. No provision of this Agreement and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent, or servant of Augusta, nor shall the Agreement be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

Section 6. The parties agree that Tenant shall be liable for all fines or civil penalties that may be imposed by any local, federal, or state department or regulatory agency that are a result of Tenant's performance of the work under this Agreement. Tenant shall pay the costs of contesting any such fines. Tenant's obligations pursuant to this Article shall survive any acceptance of work, or termination or expiration of this Agreement.

Section 7. Landlord shall give the Tenant timely notice of, and shall forward to Tenant every demand, notice, summons, or other process received with respect to any claim or legal proceedings within the purview hereof, but the failure of Landlord to provide such notice shall not affect such rights to indemnification.

Section 8. The indemnification and defense obligations set forth in this Article VIII are intended to be supported by the insurance coverage required under Article XI. To the extent a claim is not covered by such insurance, Tenant's obligations shall be limited to the extent required by applicable Georgia law.

ARTICLE IX- USE OF PROPERTY BY TENANT

Section 1. Permitted Use. For purposes of the Permitted Use described in this Lease, Tenant shall include FlixBus, Greyhound Lines, Inc., and any of Tenant's other subsidiaries, affiliates, and contracted bus operators (collectively, the "Permitted Tenant Operators"). Operation of an intercity bus service and the handling of passengers, baggage and packages, and for those activities normally and customarily incidental to bus public transportation purposes (by way of example and

not for limitation, permitted use shall include sales counters, passenger waiting areas, passenger restrooms, office and workspace, and passenger and baggage loading and unloading. Tenant shall use and occupy the leased premises for the purpose of operating its intercity bus service. Tenant is not permitted to sell anything other than passenger tickets and freight shipping services without expressed written approval of Landlord, such approval not to be unreasonably withheld, conditioned, or delayed. Tenant shall provide adequate staffing for its operation during its hours of operation. (See Attachment "D" Hours of Operation attached hereto and made a part hereof.)

Section 2. Tenant shall use and occupy the Premises only for the purposes set forth in Section 1 of this Article, or any other use which is incidental thereto, and for any other lawful purpose as approved in advance and in writing by Landlord which approval shall be required. Tenant may not have vending machines on the Premises and it will not receive proceeds from Landlord's vending machine. Tenant cannot sublease any part of the Premises. Tenant shall not use or permit the use of the Premises in a manner that creates waste or a nuisance. Landlord acknowledges that Tenant's proposed use of the Premises for its bus terminal operations does not constitute a nuisance. Tenant shall not allow loitering on the Premises during station hours.

Section 3. Tenant shall not (i) use the premises for any illegal purpose, nor for any purpose that is injurious to the health, safety, and welfare of the public or that may jeopardize Tenant's insurance coverage of the Premises; or (ii) commit, or suffer to be committed, any waste in or on the Premises; or (iii) create or permit any nuisance in or on the Premises. Tenant hereby covenants to Landlord that no hazardous substances, as defined by any federal, state, or local law, will be used or generated on the Premises without the prior written consent from Landlord and in accordance with strict compliance with all local, state, and federal law regarding the same. Landlord reserves the right to go on the Demised Property at any time for the purpose of inspecting the Property.

Section 4. Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sublessee, assignee, or licensee, which or who shall use the property for any other use.

Section 5. Condition. Landlord shall deliver the Premises to Tenant on Commencement Date.

Section 6. Vehicle Parking. Tenant shall be entitled to the use of one (1) bus loading and unloading space located at 1546 Broad Street, Augusta, Georgia as shown in Attachment "A" attached hereto and shall have the non-exclusive use of general parking on the Premises. Four (4) designated parking spaces will be available at the Broad Street facility. Tenant may not park any vehicle at the facility overnight without expressed written approval by the Landlord. Tenant may not at any time allow unauthorized vehicles, other than those designated, to be parked in any bus loading or unloading position.

(a) Except for the Bus Slip Spaces, Tenant shall not permit or allow any vehicles owned or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designed by Landlord for such activities.

(b) If Tenant permits or allows any of the prohibited activities described in this Agreement, then Landlord shall have the right, by providing notice to Tenant, in addition to such other rights and remedies that it may have, to remove or have removed any vehicle in violation and charge the cost for removal to Tenant, which cost shall be immediately payable upon demand by Landlord.

Section 7. Common Areas - Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line to the Transfer Facility and Interior utility raceways within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant, and other tenants of the Transfer Facility and their respective employees, suppliers, shippers, customers, contractors, and invitees, including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways, and landscaped areas.

Section 8. Common Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, customers, and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Transfer Facility. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written

consent of the Landlord or Landlord's designated agent which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

Section 9. Common Areas - Rules and Regulations. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend, and enforce reasonable Rules and Regulations with respect to Common Areas. Tenant agrees to abide and conform to all such Rules and Regulations, and to cause its employees, agents, customers, and invitees to so abide and conform. Landlord shall use reasonable effort to ensure compliance with said rules and regulations by other tenants of the Transfer Facility.

Section 10. Common Area Changes. Landlord shall have the right, in Landlord's reasonable discretion and taking into account the nature of Tenant's business, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading, ingress, egress, direction on traffic, landscaped areas walkways and utility raceway;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Transfer Facility to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Transfer Facility, or any portion thereof, and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Transfer Facility as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

Section 11. Common Area-Operational Hours. Landlord shall ensure that all lights, air conditioning, heating, and other utilities required for use of the Common Areas are working during Tenant's normal business hours.

ARTICLE X - SIGNAGE

Section 1. Exterior Signs. Tenant shall have the right (and Landlord hereby approves), at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs. Tenant shall have the right (and Landlord hereby approves), at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Leased Premises.

Section 3. Southeastern Stages Signs. Landlord, at its sole cost and expense, prior to the Commencement Date, shall remove all Southeastern Stages signage located on the Property.

ARTICLE XI - INSURANCE

Section 1. Insurance Proceeds. In the event of damage to or destruction of the Leased Premises for which insurance coverage is maintained by Tenant, Tenant shall adjust the loss and settle claims with the applicable insurer(s) in good faith.

(a) Limited Assignment of Proceeds. Tenant hereby assigns to Landlord only that portion of the insurance proceeds attributable to the repair or restoration of the Building structure and Landlord-owned building components to the extent reasonably required to repair or restore the Leased Premises to substantially the condition existing immediately prior to the casualty. All insurance proceeds attributable to Tenant's personal property, trade fixtures, equipment, improvements, betterments, and business interruption or extra expense coverage shall belong exclusively to Tenant and shall not be subject to this assignment.

(b) Segregation and Use of Proceeds. Any insurance proceeds payable to Landlord pursuant to this

Section shall be deposited into a segregated, non-commingled account and shall be used solely for the repair or restoration of the Leased Premises. Landlord shall be entitled to withdrawals from such account from time to time to pay the actual costs of repair or restoration, upon submission of reasonable evidence that such costs have been incurred.

(c) Timing of Repairs. Landlord shall commence repair or restoration work promptly after receipt of applicable insurance proceeds and shall thereafter prosecute such work with commercially reasonable diligence, subject to delays caused by force majeure events or insurer-related delays beyond Landlord's reasonable control.

(d) Excess or Insufficient Proceeds. Any insurance proceeds remaining after completion of the required repair or restoration shall be paid to Tenant. In the event insurance proceeds are insufficient to complete such repair or restoration, Tenant shall not be required to fund any deficiency except to the extent such casualty was caused by Tenant's gross negligence or willful misconduct.

(e) No General Assignment; Reservation of Rights. Except for the limited assignment expressly set forth in this Section, nothing herein shall be deemed to grant Landlord any ownership interest in, or control over, Tenant's insurance policies or proceeds. Section 2. Subrogation.

Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

Section 3. Intentionally Deleted.

Section 4. Insurance Requirements. Tenant shall procure and maintain, or cause others to procure and maintain, for the duration of the Agreement insurance against claims for injuries to persons or damages to property, or theft which may arise from or in connection with the performance of the work hereunder by Tenant, its agents, representatives, employees,

subcontractor, including but not limited to the procuring of insurance against claims for injuries to persons or damages to property including claims that may arise at the transfer facility, or theft of any and all property either owned by Landlord or leased by Landlord or otherwise used by Tenant in connection with the services described in the Agreement. Landlord shall be added as an additional insured for claims arising out of operations performed by Tenant under this Agreement.

(1) Minimum Limits of Insurance: The Tenant shall, without expense to Landlord, provide certificates of insurance that are acceptable to Landlord as follows:

(a) Commercial General Liability Insurance including Garage Liability Insurance. Commercial general liability insurance is to be provided with limits not less than the following: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Subject to Policy aggregate limit of \$2,000,000.

(b) Automobile Liability. Comprehensive automobile liability insurance is to be provided with limits not less than the following: \$1,000,000 combined single limit per accident for bodily injury, personal injury and property damage including passenger liability.

(c) Umbrella Liability. Umbrella insurance is to be provided with limits not less than the following: \$5,000,000 per occurrence for bodily injury, personal injury, and property damage in excess of limits required under (a) or (b) above.

(d) Worker's Compensation and Employer Liability: Statutory workers compensation insurance is to be provided in compliance with the requirements of the State of Georgia and Employers Liability limits of \$1,000,000 per accident.

(e) Intentionally omitted.

(f) Employment Practice Liability: \$1,000,000 each occurrence and aggregate.

(2) Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by Landlord. At the option of Landlord, either, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the deductibles or self-insured retentions as respects Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers; or Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(3) Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability, Automobile Liability, and Umbrella Liability Coverage: Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers are covered as insured as respects liability arising out of activities performed by or on behalf of Tenant; products and completed operations of Tenant; premises owned, occupied, or used by Tenant; or vehicles owned, leased, hired, or borrowed by Tenant. The coverage shall contain no special limitations on the scope of protection afforded to Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers.

Tenant's insurance coverage shall be primary insurance with respect to Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers.

Any failure to comply with reporting provisions of the policies shall affect coverage provided to Augusta, Georgia, the Board of Commissioners, its officers, employees and volunteers.

Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against Augusta,

Georgia, the Board of Commissioners, its officers, officials, employees, and volunteers for losses arising from work performed by Contractor for Augusta.

(c) Certificates of Insurance. Certificates shall state that the policy or policies shall not expire or be cancelled or altered without at least sixty (60) days' prior written notice to Landlord.

This insurance for Landlord as the additional insured shall be as broad as the coverage provided for the named-insured Tenant. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to Augusta as the additional insured.

Such certificates shall be sent to Augusta, Georgia and must identify the "Certificate Holder" as follows:

Augusta, Georgia
Attn: Division of Risk Management
535 Telfair Street, Suite 920
Augusta, Georgia 30901

(d) Acceptability of Insurers. Insurance is to be placed with insurers with a Risk Retention Group or otherwise acceptable to Augusta, Georgia.

(e) Verification of Coverage. Tenant shall furnish Landlord with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The policies, certificates, and endorsements are to be in a form acceptable to Landlord and are to be received and approved by Augusta, Georgia prior to commencement of any work or service performed under this Agreement. Tenant is to commence no activity with regard to performance of the Agreement until the required insurance has

been obtained. Augusta reserves the right to require complete, certified copies of all required insurance policies, at any time.

(f) Subcontractors. Tenant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(g) Rights Reserved. Landlord reserves the right to reject any and all insurance Proposals, to waive any informality in Proposals and, unless otherwise specified by the Proposer, to accept any item in the Proposal. Landlord, solely at its option, may purchase any or all of the insurance coverage required in these specifications directly to cover its own and Tenant's interests, in lieu of Tenant providing such coverage.

(h) Claims Information and Loss. Tenant shall make available to Landlord, through its record or the records of their insurer, information regarding a specific claim or claims. Any loss run information available from Tenant or its insurer will be made available to Landlord upon its request.

ARTICLE XII-DAMAGE TO DEMISED PREMISES

Section 1. Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

Section 2. Repairs and Restoration. If during the Lease term any buildings or improvements now or hereafter on the Property be destroyed wholly or partially by fire, theft, the elements, or any other cause, or if the leased premises should be damaged so that rebuilding cannot reasonably

be completed within ninety (90) working days after the date of written notification by Tenant to Landlord of the destruction, Tenant may, in its sole and absolute discretion, terminate this Lease Agreement and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification. It shall be in the sole discretion of the Landlord to authorize repairs under this section. Prior written approval from Landlord is required for all repairs requested under this section.

Section 3. Partial Destruction. If the leased premises should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, this Lease Agreement shall not terminate, and Landlord shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the building or other improvements to substantially the same condition in which they existed prior to the damage. If the leased premises are to be rebuilt or repaired and are untenantable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Tenant, its agents, employees, invitees, or those for whom Tenant is responsible, the rent payable under this Lease Agreement during the period for which the leased premises are untenantable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. In the event that the Landlord fails to complete the necessary repairs or rebuilding within ninety (90) working days from the date of written notification by Tenant to the Landlord of the destruction, Tenant may at its option terminate this Lease Agreement by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Lease Agreement shall cease to exist.

ARTICLE XIII - DEFAULT

Section 1. Termination for Convenience. Landlord or Tenant may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Landlord or Tenant, as applicable, elect to terminate the Lease Agreement, in whole or in part, by delivering to the other party, at the address listed in Article XIV of this Agreement, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to such other party at least ninety (90) days prior to the effective date of termination.

Section 2. Termination for Default. If Tenant fails to perform in the manner called for in the Agreement, or if Tenant fails to comply with any other provisions of the Agreement, Landlord may terminate this Agreement for default. Termination shall be effected by serving a notice of termination to Tenant setting forth the manner in which Tenant is in default, affording Tenant a reasonable time within which to cure such default, such reasonability to be determined under the circumstances of such default, and Tenant failing to cure such default prior to the expiration of such period. Tenant shall pay to Landlord all outstanding remittance through the date of termination in accordance with the manner of performance set forth in the Agreement. Tenant shall be liable for all outstanding payment due at the date of termination.

Section 3. If Tenant's lease is terminated by Landlord pursuant to Section (1) or (2) above, the termination will not affect any rights or remedies of Landlord then existing or which may thereafter accrue against Tenant.

Section 4. Tenant Default. If the Tenant defaults by failing to substantially perform, in accordance with the terms of this Agreement, Landlord shall, in the case of a termination for breach or default, provide written notice thereof of Tenant and allow Tenant an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If Tenant fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) business days after receipt by Tenant of written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Agreement without any further obligation to Tenant. Any such termination for default shall not in any way operate to preclude the Landlord from also pursuing all available remedies against Tenant and its sureties for said breach or default.

Section 5. Waiver of Remedies for any Breach. In the event that the Landlord elects to waive its remedies for any breach by Tenant of any covenant, term, or condition of this Lease Agreement, such waiver by the Landlord shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

Section 6. Tenant shall remove Tenant's property from the Property and surrender the Property to Landlord subsequent to Termination for Default of this Agreement. If Tenant fails to remove

any of Tenant's property within ten (10) business days after the termination of this Lease, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove Tenant's property without liability to Landlord. Landlord shall not be responsible for the value, preservation, or safekeeping of Tenant's property. In addition, if Tenant fails to remove Tenant's property from the Property or storage, as the case may be, within ten (10) days after written notice, Landlord may deem all or any part of Tenant's property abandoned, and title to Tenant's property shall be deemed to be immediately vested in Landlord.

Section 7. Landlord Default. If Landlord defaults by failing to substantially perform, in accordance with the terms of this Agreement, Tenant shall provide written notice to Landlord setting forth the nature of the default and the request for cure within thirty (30) calendar days from the date of receipt of the written notice. In such case, the written notice shall state the time period in which cure is permitted and other appropriate conditions. If Landlord fails to remedy to the Tenant's satisfaction the breach or default within thirty (30) days after receipt by Landlord of written notice, Tenant shall have the right to terminate the Agreement without any further obligation to Landlord.

Section 8. Landlord, may, in its sole discretion, terminate this Lease Agreement immediately for any breach of this Agreement by Tenant that endangers or could endanger the public health, safety, or welfare, or which jeopardizes, or could jeopardize, in the reasonable opinion of Landlord, its financial condition or Landlord's ability to continue receiving appropriations. Notice of termination under this subsection shall be in writing and shall be effective upon delivery to Tenant.

Section 9. Except as otherwise provided in this agreement, neither party shall be entitled to recover, lost profits, special, consequential or punitive damages, reasonable attorney's fees, or costs from the other party to this Agreement for any reason whatsoever.

Section 10. Tenant's obligations pursuant to this Agreement shall survive any Acceptance of Services, or expiration or termination of this Agreement.

ARTICLE XIV - EXTENSIONS/WAIVERS/DISPUTES

Section 1. Extension Period. Any extension hereof shall be subject to the provisions of Article III of this Agreement.

Section 2. Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions, and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 3. Notices. Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery to Landlord's Chief Executive Officer, (c) overnight courier service, or (d) delivered in person to the Tenant or its authorized representative on the work site. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two weeks before such notice is sent. Future changes in address shall be effective upon written notice being given by the Tenant to Landlord's authorized representative or by the Landlord to the Tenant's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to Landlord:

Augusta, Georgia
Office of the Mayor
535 Telfair Street, Suite 200
Augusta, GA 30901

With a copy to:

General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, GA 30901

and

Sharon E. Dottery, Director
Augusta Transit
2844 Regency Boulevard
Augusta, Georgia 30904

If to Tenant:

Flix North America Inc.
Attention: Legal Department
PO Box 660362
Dallas, TX 75266

With a copy to: Flix North America
Attention: Real Estate Department
PO Box 660362
Dallas, TX 75266

ARTICLE XV - PROPERTY DAMAGE

Notwithstanding any contrary provisions of this Lease Agreement, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission of Landlord, or Landlord's agents, employees, or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VI hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost, or expense arising therefrom.

ARTICLE XVI - FTA CLAUSES

This agreement incorporates by reference the following Federal Transit Administration required clauses with the same force and effect as set forth in full in the main text of the agreement. It is understood and agreed that the Contractor is obligated by and to Augusta, Georgia (hereinafter referred to as Augusta, Georgia) for any specifications or documentation required of Augusta, Georgia under these clauses.

1. **No Government Obligation to Third Parties.** The contractor agrees, absent express written consent of the Federal Government, that the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to any third party contractor, or any sub-recipient, or any other party pertaining to any matter resulting from this contract or purchase order. The contractor agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

2. **Program Fraud and False or Fraudulent Statements and Related Acts.** The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801, *et seq.*, and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this contract or purchase order. Upon execution of the underlying contract, the contractor certifies and affirms the truthfulness and accuracy of any statement it has made, causes to be made, makes, or may make pertaining to the contract or the underlying FTA-assisted project for which this contract or purchases order is being performed. In addition to other penalties that may apply, the contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government may deem appropriate. The contractor also acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC § 5307, the Federal Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n) (1) on the contractor, to the extent the Federal Government deems appropriate. The contractor agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. Contractor shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provisions.

3. **Access to Records.**

a) The contractor agrees to provide Augusta Georgia, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the contractor that are directly pertinent to this contract for the purposes of making audits, inspections, examinations, excerpts, transcriptions, and reports. Contractor further agrees to provide Augusta Georgia, the FTA Administration or their authorized representatives or agents access to contractor's records and construction sites pertaining to a major capital project as defined at 49 USC § 5302(a)l that is receiving federal financial assistance through any program described at 49 USC §§ 5307, 5309 or 5311. The contractor shall require its subcontractors to provide access to

their books, documents, papers, and records to the representatives identified above for the purposes described herein.

b) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as may be reasonably requested.

c) Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or authorized representative (including a Project Management Oversight (PMO) contractor) access to contractor's construction sites and records pertaining to a major capital project, defined at 49 USC § 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 USC §§ 5307, 5309, or 5311.

d) The contractor further agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until Augusta Georgia, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. *See also* 49 CFR 18.39(i)(1).

4. **Federal Changes.** The contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Grant Agreement FTA MA (21) dated October 1, 2014, between Augusta Georgia and the FTA, as they may be promulgated or amended from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

5. **Civil Rights.** The following requirements apply to this purchase order or contract:

- a. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, as amended, 42 USC § 12132, and Federal transit law at 49 USC § 5332, as each may be amended from time to time, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with all applicable federal implementing regulations and any other implementing requirements FTA may issue.
- b. **Equal Employment Opportunity.** The following equal opportunity requirements apply to this purchase order or contract:

- (1) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any other applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(2) **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and federal transit law at 49 USC § 5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, contractor agrees to comply with any implementing requirements FTA may issue.

(3) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

c. The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only to identify the affected parties.

6. **Incorporation of Federal Transit Administration (FTA) Terms.** This contract, agreement, or purchase order shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT and FTA, regardless of whether expressly set forth in this attachment or in the contract and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the Project or contract as described in FTA Circular 4220.1F, dated November 1, 2008, Rev. 3/18/2013, and the FTA's Master Grant

Agreement FTA MA (21) dated October 1, 2014, as each may be amended from time to time. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in the contract, agreement, or purchase order. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any requirement that would cause the Augusta, Georgia to be in violation of its Agreement with FTA, or Augusta, Georgia to be in violation of any FTA terms and conditions applicable to this Project of any grant the Augusta, Georgia may have with FTA. The contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

7. **Energy Conservation.** The contractor agrees to comply with mandatory standards and policies related to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

MONITORING AND ENFORCEMENT MECHANISMS 26.37

Augusta, Georgia will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

- (a) Augusta, Georgia will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (*e.g.*, referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR Part 26.
- (b) Augusta, Georgia will consider similar action to the extent permitted by applicable law, including making responsibility determination in future contracts and solicitations. The DBE Liaison Officer and appropriate staff will make prompt compliance determinations regarding contractors. Documentation of non-compliance will include the specific areas in which the contractor failed to comply.

In these instances, appropriate action, consistent with the DBE Program and contract provision will be taken.

- (c) Augusta, Georgia will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by direct observation, along with written certification in conjunction with monitoring of contract performance (i.e. DBE pay application and certification).
- (d) The DBE Liaison Officer shall, for every project subject to the DBE Program, keep and maintain a running tally of actual DBE attainments (i.e. payments actually made to subcontractors), including a means of comparing these attainments to commitments.

ADMINISTRATIVE RECONSIDERATION 26.53(d)

- (a) Within five days of being informed by Augusta, Georgia that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following Reconsideration Official:

Administrator of Augusta, Georgia
535 Telfair Street, Room 910
Augusta, Georgia 30901
(706) 821-2400

- (b) The Reconsideration Official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.
- (c) As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Reconsideration Official will

send the bidder/offeror a written decision on the reconsideration, explaining the basis for the decision. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

ADDITIONAL TERMS AND CONDITIONS

8. **RECYCLED PRODUCTS.** The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

9. **ADA Access.** If this purchase order or contract pertains to the construction of new buildings or additions to existing buildings, the contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with 42 U.S.C. §§12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), which include accessibility guidelines for buildings and facilities.

DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments, and will certify compliance to the extent required by the regulations. ADA and ABA Accessibility Guidelines for Buildings and Facilities: <http://www.access-board.gov/guidelines-and-standards>

ARTICLE XVII - MISCELLANEOUS

Section 1. Fixtures. All personal property, furnishings, and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business

made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 2. Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge, and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 3. Extraordinary remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

Section 4. Registration of Corporation. Tenant certifies that it is in compliance with the State of Georgia statutory requirements governing registration of corporations and/or assumed business names.

Section 5. Safety. Precautions shall be exercised at all times for the protection of persons and property. The Tenant shall conform to all federal, state, local, and county regulations while performing under the terms and conditions of the Agreement. Any fines levied by the above-mentioned authorities because of inadequacies or incidents associated with these requirements shall be borne exclusively by the Tenant.

Section 6. Labor Disputes. If Tenant has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Tenant immediately shall give notice, including all relevant information, to Landlord.

Section 7. Georgia Laws Govern. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

Section 8. Venue. This Agreement shall be deemed to have been made and performed in Augusta, Georgia. For the purpose of venue, all suits or causes of action arising out of this Agreement shall be brought in the Superior Court of Richmond County, Georgia. Tenant, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

Section 9. Cooperation with Landlord. Tenant shall maintain regular communications with Landlord and the administrative staff of the Augusta Public Transit Department and shall actively cooperate in all matters pertaining to this Agreement including, with limitation, assisting Landlord in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with the Tenant's provision of services under this Agreement.

Section 10. Subcontracting. Except for the Permitted Tenant Operators, which are hereby expressly approved by Landlord, no agreement shall be made by the Tenant with any other party for furnishing any of the work or services herein contracted for, without the prior written approval of Landlord. The Tenant understands and agrees that it shall be a breach of this Agreement to subcontract any portion of the Agreement without such approval from Landlord.

Section 11. Assignments. Landlord has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the Tenant. Except for any Permitted Tenant Operators, which are hereby expressly approved by Landlord, Tenant agrees it shall not delegate, assign, subcontract, transfer, pledge, convey, sell, or otherwise

dispose of the whole or any part of this Agreement or its right, title, or interest therein to any person, firm, or corporation without the prior written consent of Landlord. Any attempted assignment by Tenant without prior express written approval of Landlord shall at Landlord's sole option terminate this Agreement.

Section 12. Policy of Non-Discrimination. Tenant shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement. Tenant shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, national origin, marital status, disability, or any other factor that cannot be lawfully used as a basis for the provision or denial of service delivery.

Section 13. Licenses, Permits and Certifications. Prior to execution of this Agreement, Tenant shall provide Landlord with copies of all required licenses, certifications, and permits for the Tenant and/or all of Tenant's employees, personnel, agents, or Subcontractors performing services that require licensure by federal, state, or local authority. Tenant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications, and permits required under federal, state, and local laws necessary to perform the services required by this Agreement. Tenant is solely responsible for obtaining any license or other authorization required by law to perform the services required in this Agreement.

Section 14. Drug Free Workplace. Tenant shall maintain a Drug Free Workplace.

Section 15. Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

Section 16. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the remainder of the Agreement shall be in full force and effect and enforceable in accordance with its terms.

Section 17. No Conflict. Tenant represents and warrants that it presently has no interest, direct or indirect, and covenants and agrees that it will not, during the term of this Agreement, acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of its duties and obligations hereunder. Tenant further covenants and agrees for itself, its agents, employees, directors, and officers to comply fully with the provisions of the Official Code of Georgia (OCGA §§ 45-10-20 *et seq.*) and the provisions of the AUGUSTA, GA CODE of Ethics governing conflicts of interest of persons doing business with Augusta, as such provisions now exist and may be amended hereafter. Tenant represents and warrants that such provisions are not and will not be violated by the Agreement or the Tenant's performance hereunder.

Section 18. Prohibited Interests. No official of Augusta, Georgia who is authorized in such capacity and on behalf of Augusta, Georgia to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract, or any subcontract in connection with the Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof. No officer or employee of or for Landlord who is authorized in such capacity and on behalf of Augusta, Georgia to exercise any legislative, executive, supervisory, or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Agreement.

Section 19. Compliance with Applicable Laws. The Tenant's attention is directed to the fact that all applicable federal, state, and county laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work shall apply to the Agreement throughout, and they all will be deemed to be included in the Agreement the same as though herein written out in full. The Tenant shall keep itself and its employees

fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the work or the materials used in the work or in any way affecting the conduct of the work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If Tenant discovers any discrepancy or inconsistency in this Agreement in relation to any such law, regulation, ordinance, order, or decree, Tenant shall promptly report the same, in writing, to Landlord. Tenant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify Landlord and its agents against any all-third-party damages and claims arising out of any violation of such law, ordinance, regulation, order, or decree, whether by Tenant or its employees.

Section 20. Georgia Open Records Act. Tenant shall comply with the Georgia Open Records Act, OCGA § 50-18-70 *et seq.*

Section 21. Sole Agreement. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding upon the parties. No amendment or modifications of this Agreement shall be enforceable unless approval by action of Augusta, Georgia.

Section 22. Installation of Equipment. Tenant is prohibited from installing any equipment on Landlord's property without prior written approval of the Director of Transit.

Section 23. Authority. If either party hereto is a corporation, trust, or general or limited partnership, each individual executing this Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on its behalf. If it is a corporation, trust or partnership, Tenant shall, within thirty (30) days deliver to Landlord evidence satisfactory to Landlord of such authority.

Section 24. Independent Contractor. Contractor shall perform this Agreement as an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship or status. Nothing in this Agreement shall in any way be construed

to appoint or constitute Contractor as the agent, employee, or representative of Landlord. The manner and method of completing the work undertaken by Contractor shall be determined in its sole discretion.

Section 25. Tenant shall not use, store, keep, release, discharge, dispose of, or spill any toxic or hazardous substances, wastes, or materials on the Leased Property, nor use or store any such substance that will have any residual effect beyond the lease term.

Section 26. Entry by Landlord. Tenant shall permit Landlord, and Landlord's agents and assigns, to enter the leased property, at any time, for the purposes of inspection for compliance with the terms of this Lease Agreement, exercise of all rights under this Lease Agreement, and all other lawful purposes.

Section 27. Abandonment by Tenant. Should Tenant breach this Lease Agreement and abandon the property prior to the natural expiration of the lease term, Landlord may continue this Lease in effect by not terminating Tenant's right to possession of the property, in which case Landlord shall be entitled to enforce all Landlord's rights and remedies under this Lease Agreement including the right to recover rent as it becomes due.

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[SIGNATURE LINES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

FLIX NORTH AMERICA INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

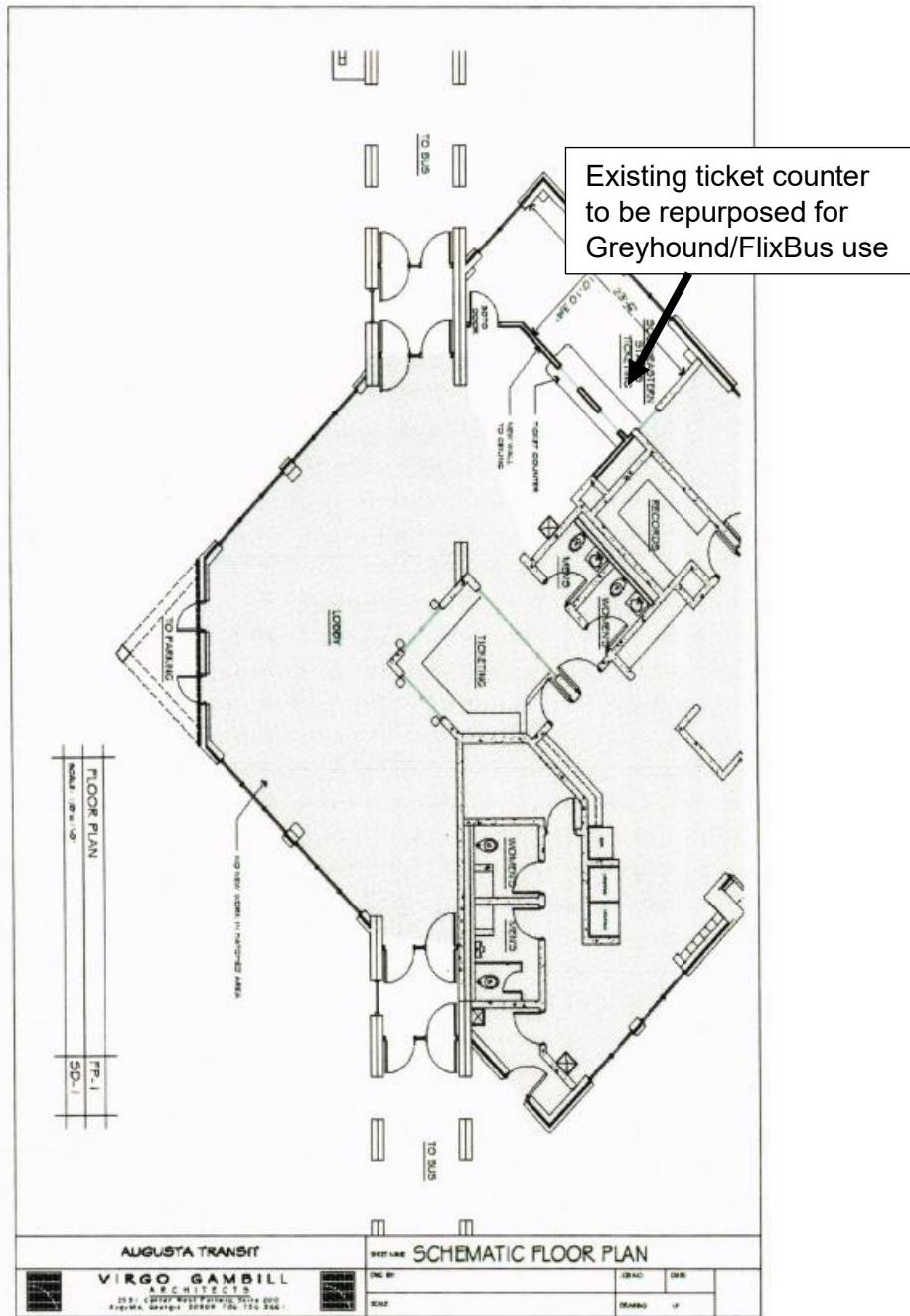
AUGUSTA, GEORGIA

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

ATTACHMENT B



ATTACHMENT C

TENANT PAYMENT SCHEDULE*

INITIAL TERM	PERIOD: FROM- TO	ANNUAL RENT	MONTHLY RENT
Year 1	08/1/26- 07/31/27	\$31,200.00	\$ 2,600.00
Year 2	08/1/27- 07/31/28	\$32,292.00	\$ 2,691.00
Year 3	08/1/28- 07/31/29	\$33,422.22	\$ 2,785.18
Year 4	08/1/29- 07/31/30	\$34,560.00	\$ 2,882.67
Year 5	08/1/30- 07/31/31	\$35,802.72	\$ 2,983.56

ATTACHMENT D

