

# LEASE AGREEMENT

LONGVIEW, TEXAS

THIS LEASE AGREEMENT is entered into as of the 1<sup>st</sup> day of May, 2013, by and between the Landlord and Tenant hereinafter named.

WITNESSETH:

1. DEFINITIONS AND BASIC PROVISIONS. The following definitions and basic provisions shall be used in conjunction with and limited by the reference thereto in the provisions of this lease:

(a) "Landlord": City of Longview

(b) "Tenant" Longview Express, Inc.

(c) "premises": All space occupied by Tenant as shown on the attached Exhibit "A", containing approximately 2350 leasable square feet, and designated Suite 100, in the (hereinafter referred to as the "Building") located at 908 Pacific Ave., Longview, Texas.

(d) "lease term": A period of 36 months, commencing on the 1<sup>st</sup> day of May, 2013 (the "commencement date") and terminating on the 30<sup>th</sup> day of Apr, 2016.

(e) "base rental": \$650.00 per month year one

(f) "pre-paid rental": Not Applicable.

(g) "security deposit": \$700.00

(h) "permitted use": Inter-city bus terminal.

2. NOTICES. Each provision of this agreement, or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing or delivery of any notice, or with reference to the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:

(a) All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord in Gregg County, Texas, at the address herein below set forth, or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith.

(b) Any notice or document required to be delivered hereunder shall be deemed to be delivered if actually received and whether or not received when deposited in the United States mail, postage prepaid, certified or registered mail (with or without return receipt requested) addressed to the parties hereto at the respective addresses set out opposite their names below or at such other address as they have therefore specified by written notice delivered in accordance herewith:

LANDLORD: City of Longview

~~Longview Transit~~

City of Longview *WTE PSA*

908 Pacific Avenue, Suite 200

TENANT: Longview Express, Inc.  
908 Pacific Avenue, Suite 100  
Longview, Texas 75602

3. LEASE GRANT. Landlord in consideration of the rent to be paid and the other covenants and agreements to be performed by Tenant and upon the terms and conditions hereinafter stated, does hereby lease, demise and let unto Tenant the premises (as defined in Paragraph 1 (c) hereof) commencing on the commencement date (as defined in Paragraph 1 (d) hereof or as adjusted as hereinafter provided) and ending on the last day of the lease term unless sooner terminated as herein provided. If this lease is executed before the premises becomes vacant, or otherwise available and ready for occupancy, or if any present tenant or occupant of the premises holds over, and Landlord cannot acquire possession of the premises prior to the commencement date of this lease, Landlord shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the premises at such time as Landlord is able to tender same and such date shall be deemed to be the commencement date and this lease shall continue for the least term described in Paragraph 1 (d) hereof. Landlord hereby waives payment of rent covering any period prior to the tendering of possession of the premises to Tenant hereunder. By occupying the premises, tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same complies fully with Landlord's covenants and obligations. Landlord and Tenant agree at any time, on request of the other party, to execute a short form of this lease in form permitting recording. The tenant is tenant of record providing intercity bus service for proposed multimodal center at the same location.

4. RENT. In consideration of this lease, Tenant promises and agrees to pay Landlord the base rental (as defined in Paragraph 1 (e) hereof) without deduction or set off, for each month of the entire lease term (as defined in Paragraph 1 (d) hereof). Such monthly installment together with the security deposit (as defined in Paragraph 1 (g) hereof) and the prepaid rental (as defined in Paragraph 1 (f) hereof) shall be payable by Tenant to Landlord in advance (without demand on or before the first day of each succeeding calendar month during the term hereof. If any installment is not received by Landlord on or before the tenth (10<sup>th</sup> day of the month for which the rent is due) a service charge of ten percent (10%) of the monthly rental shall be paid by Tenant in addition to the regular monthly rental; the failure to pay such amount on demand, shall, at Landlord's option, be an event of default hereunder. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. Rent for any fractional month at the beginning or end of the lease term shall be prorated. The security deposit shall be for any fractional month at the beginning or end of the lease term shall be prorated. The security deposit shall be held by Landlord without liability for interest an as security for the performance by Tenant of Tenant's covenants and obligations under this lease, it being expressly understood that such deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy, use such deposit to the extent necessary to make good any arrearages of rent and any other damage, injury, expense or liability caused to Landlord by such event of default. Following any such application of the security deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default hereunder,

any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of this lease, subject to the provisions of Paragraph 5 (f) hereof. If Landlord transfers its interests in the premises during the lease term, Landlord may assign the security deposit to the transferee and thereafter shall have no further liability for the return of such security deposit.

5. ESCALATION. The following escalations shall prevail under this lease, and be subject to a ten percent (10%) service charge if not timely paid. Monthly rental shall be subject to escalation beginning on the first day of year two of the lease and year three of the lease subsequent to the base year (as defined in Paragraph 5 (d) hereof).

(a) The base monthly rental shall be subject to escalation and Tenant agrees to pay \$700.00 per month beginning the first month of the second year of the lease and \$750.00 per month beginning the first month of the third year of the lease. Landlord reserves the right to escalate the monthly rental if the lease is extended beyond the initial three-year period.

6. LANDLORD'S OBLIGATIONS. Landlord agrees, in consideration hereof, to furnish Tenant, while occupying the lease premises: (a) water at those points of supply provided for general use of tenantry; (b) restroom facilities;; (c) heated and refrigerated air conditioning in season, during the tenants normal hours of operation; (d) proper electrical facilities to furnish sufficient power for lighting, computers, telephone equipmrent, calculating machines, and other machines of similar low electrical consumption;; Landlord does not warrant that any of said specified services will be free from interruption or stoppage of any said services, but nevertheless :Landlord shall use reasonable diligence to resume any such interrupted or stopped service, nor shall such interruption or stoppage of any service be construed as an eviction of Landlord nor work in abatement of rent nor relieve Tenant from fulfillment of any covenant or agreement hereof.

7. LEASEHOLD IMPROVEMENTS. Landlord agrees to install at Landlord's cost and expense the Building standard improvements described in Exhibit "B" attached hereto in accordance with the provisions of Exhibit "B". All other or additional improvements to the premises shall be installed at the cost and expense of Tenant with specific improvements permitted stated in Exhibit "C". An estimate of the cost, or the actual cost, if known, of such construction shall be paid by Tenant to Landlord prior to the commencement of any such improvement construction. Any deficiency in such estimate as to the actual cost of such construction shall be payable upon demand by Landlord. Such construction shall be in accordance with the plans and specifications which have been previously submitted to and approved in writing by Landlord, such work to be performed only by Landlord or by contractors and subcontractors approved in writing by Landlord (which approval shall not be unreasonably withheld). Landlord has made no representations as to the conditions of the premises or the Building or to remodel, repair or decorate, except as expressly set forth herein.

8. USE. Tenant shall use the premises only for the permitted use (as defined in Paragraph 1 (h) hereof). Tenant will not occupy or use the premises, or permit any portion of the premises to be occupied or used, for any business or purpose other than the permitted use or for any use or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the rate of fire insurance on the Building or contents, and in event that, by reasons of acts of Tenant, there shall be any increase in rate of insurance on the Building or contents created by Tenant's acts or conduct of business then such acts of Tenant shall be deemed to be an event of default hereunder and Tenant hereby agrees to pay to Landlord the amount of such increase on demand and acceptance of such payment shall not constitute a waiver of any of Landlord's other rights provided herein. Tenant will conduct its business and control its agents, employees and invitees in such a manner as not to create any nuisance, nor interfere with, annoy or disturb other tenants or Landlord in management of the Building. Tenant will maintain the premises in a clean, healthful and safe condition and will comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) with reference to use, condition or occupancy of premises.

9. TENANT'S REPAIRS AND ALTERATIONS. Tenant will not in any manner deface or injure the Building, and will pay the cost of repairing any damage or injury done to the Building or any part thereof by Tenant or Tenant's agents, employees or invitees. Tenant shall throughout the term of this lease take good care of the premises and

keep them free from waste and nuisance of any kind. Tenant agrees to keep the premises, including all fixtures installed by Tenant and any plate glass and special store fronts, in good condition and make all necessary non-structural repairs except those caused by fire, casualty or Acts of God covered by Landlord's insurance policy covering the Building. If Tenant fails to make such repair within fifteen (15) days after written notification of the damage or injury, Landlord may at its option make such repair, and Tenant shall, upon demand therefor, pay Landlord for the cost thereof, plus ten percent (10%) per annum interest until paid. At the end or other termination of this lease, Tenant shall deliver up the premises with all improvements located thereon (except as otherwise herein provided) in good repair and condition, reasonable wear and tear expected, and shall deliver to Landlord all keys to the premises. Tenant will not make or allow to be made any material alterations or physical additions in or to the premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld as to non-structural alterations. All alterations, additions or improvements (whether temporary or permanent in character) made in or upon the premises, either by Landlord or Tenant, shall be Landlord's property on termination of this lease and shall remain on the premises without compensation to Tenant. If Tenant has fulfilled all covenants, all furniture, movable trade fixture and equipment installed by Tenant may be removed by Tenant at the termination of this lease and shall be so removed if required by Landlord, or if not so removed shall, at the option of Landlord, become the property of Landlord. All such installations, removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the premises or the primary structure or structural qualities of the Building or the plumbing, electrical lines or other utilities.

10. ASSIGNMENT AND SUBLETTING. Tenant shall not assign or in any manner transfer this lease or any estate or interest therein, or sublet the premises or any part thereof, or grant any license, concession or other right of occupancy of any portion of the premises without the prior written consent of Landlord. Consent by Landlord to one or more assignments or subletting shall not operate as a waiver of Landlord's rights as to any subsequent assignments or sublettings. Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of Tenant's other obligations under this lease. In the event the Tenant desires to assign or sublet all or a part of the leased premises, Landlord shall have the option of re-acquiring the premises which Tenant desires to assign or sublet. In the event of the transfer and assignment by Landlord of its interest in this lease and the Building containing the premises, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Tenant shall not mortgage, pledge or otherwise encumber its interest in this lease or in the premises.

11. INDEMNITY. Landlord shall not be liable for and Tenant will indemnify and save Landlord harmless of and from all fines, suits, claims, demands, losses and actions (including attorneys' fees) for any injury to person or damage to or loss of property on or about the premises caused by the negligence or misconduct or breach of this lease by Tenant, its employees, subtenants, invitees or by any other person entering the premises of the Building under express or implied invitation of Tenant, or arising out of Tenant's use of the premises. Landlord shall not be liable or responsible for any loss or damage to any property or death or injury to any person occasioned by theft, fire, Act of God, public enemy, injunctions, riot, strike, insurrection, war, court order, requisition or other governmental body or authority, by other tenants of the Building or any other matter beyond control of Landlord, or for any injury or damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any cause whatever except Landlord's negligence.

12. SUBORDINATION. Landlord shall have the right to transfer, assign, mortgage and convey in whole or in part the Building and any and all of its rights under this lease, and nothing herein shall be construed as a restriction upon Landlord's doing so. This lease is subject and subordinate to all ground or underlying leases and to all present mortgages affecting the real estate and improvements thereon of which the demised premises form a part, and to all renewals and extensions thereof, and to any mortgage or mortgages which may hereafter be executed affecting the same. If Landlord's interest (or any fraction thereof) in the leased premises should be sold or transferred at foreclosure or otherwise, on request of any such purchaser or transferee Tenant will attorn to any such purchaser or transferee. In the event of any act or omission by Landlord which would give Tenant the right to terminate this lease or to claim a partial or total eviction, Tenant shall not exercise any such right (a) until it has notified in writing the holder of any mortgage which at the time shall be a lien on the demised premises, if the name and address of such act or omission, and (b) until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice, provided such holder, with reasonable diligence, shall have commenced and continued to remedy such act or omission or to cause the same to be remedied. During the period between the giving of such

notice and the remedying of such act or omission the rental herein recited shall be abated and apportioned to the extent that any part of the demised premises shall be untenable.

13. **RULES AND REGULATIONS.** Tenant and Tenant's agents, employees, and invitees will comply fully with all requirements of the RULES AND REGULATIONS of the Building and related facilities which are appended hereto, and made a part hereof as though fully set out herein. Landlord shall at all times have the right to change such rules and regulations or to promulgate other rules and regulations in such reasonable manner as may be deemed advisable for safety, care, or cleanliness of the Building and related facilities or premises, and for preservation of good order therein, all of which rules and regulations, changes and amendments will be forwarded to Tenant in writing and shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such rules and regulations by the employees, servants, agents, visitors and invitees of Tenant.

14. **INSPECTION.** Landlord or its officers, agents, and representatives shall have the right to enter into and upon any and all parts of premises at all hours to (a) inspect same or clean or make repairs or alterations or additions as Landlord may deem necessary, or (b) show the premises to prospective tenants, purchaser or lenders; and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall such be deemed to be an actual or constructive eviction.

15. **CONDEMNATION.** If the premises, or any part thereof, or if the Building or any portion of the Building shall be taken or condemned in whole or in part for public purposes (thereby leaving the remainder of the Building unsuitable for use as an office building comparable to its use on the commencement date of this lease), or sold in lieu of condemnation, then the term of this lease shall, at the option of either Landlord or Tenant, forthwith cease and terminate; all compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Landlord.

16. **FIRE OR OTHER CASUALTY.** In the event that the Building should be totally destroyed by fire, tornado or other casualty or in the event the premises or the Building should be so damaged that rebuilding or repairs cannot be completed within ninety (90) days after the date of such damage, either Landlord or Tenant may at its option terminate this lease, in which event the rent shall be abated during the unexpired portion of this lease effective with the date of such damage. In the event the Building or the premises should be damaged by fire, tornado or other casualty covered by Landlord's insurance, but only to such extent that rebuilding or repairs can be completed within ninety (90) days after the date of such damage, or if the damage should be more serious but neither Landlord nor Tenant elects to terminate this lease, in either such event Landlord shall within Sixty (60) days after the date of such damage commence to rebuild or repair the Building and/or the premises and shall proceed with reasonable diligence to restore the Building and/or premises to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures and other improvements which may have been placed by Tenant or other tenants within the Building or the Premises. Landlord shall allow Tenant a fair diminution of rent during the time the premises are unfit for occupancy. In the event any mortgagee under a deed of trust, security agreement or mortgage on the Building should require that the insurance proceeds be used to retire the mortgage debt, Landlord shall have no obligation to rebuild and this lease shall terminate upon notice to Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or the premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

17. **HOLDING OVER.** Should Tenant, or any of its successors in interest, hold over the premises, or any part thereof, after the expiration of the term of this lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as tenancy from month to month only, at a rental equal to the rent payable for the last month of the term of this lease plus fifty percent (50%) of such amount, and be subject to all other terms and conditions of this lease including, but not limited to escalations as set forth in Paragraph 5. The inclusion of the preceding sentence shall not be construed as Landlord's consent for the Tenant to hold over.

18. **TAXES AND TENANT'S PROPERTY.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in

the premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which tenant is primarily liable hereunder.

19. EVENTS OF DEFAULT. The following events may, at Landlord's option, be deemed to be events of default by Tenant under this lease:

- (a) Tenant shall fail to pay any installment of the rent hereby reserved and such failure shall continue for a period of ten (10) days.
- (b) Tenant shall fail to comply with any term, provision or covenant of this lease, other than the payment of rent, and shall not cure such failure within twenty (20) days after written notice thereof to Tenant.
- (c) Tenant shall make an assignment for the benefit of creditors.
- (d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder and such adjudication shall not be vacated or set aside or strayed within the time permitted by law.
- (e) A receiver or Trustee shall be appointed for all or substantially all of the assets of Tenant and such receivership shall not be terminated or stayed within the time permitted by law.
- (f) Tenant shall desert or vacate any substantial portion of the premises for a period of five (5) or more days.

20. REMEDIES. Upon the occurrence of any event of default specified in Paragraph 19 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this lease in which event Tenant shall immediately surrender the premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying said premises or any part thereof; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise, including the loss of rental for the remainder of the lease term.
- (b) Enter upon and take possession of the premises and expel or remove Tenant and any other person who may be occupying the premises or any part thereof, be force if necessary, without being liable for prosecution or any claim for damages therefor, and if Landlord so elects, relet the premises on such terms as Landlord shall deem advisable and receive the rent thereof; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting for the remainder of the lease term.
- (c) Enter upon the premises by force if necessary, without being liable for prosecution or any claim for damages therefor and do whatever Tenant is obligated to do under the terms of this lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action.

No re-entry or taking possession of the premises by Landlord shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting or re-entry or taking possession, Landlord may at any time thereafter elect to terminate this lease for previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by

Landlord of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation of default. The loss or damage that Landlord may suffer by reason of termination of this lease or the deficiency from any reletting as provided for above shall include all expenses of repossession and any repairs or remodeling undertaken by Landlord following possession. Should Landlord at any time terminate this lease for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, including, but not limited to, the cost of covering the premises and the loss of rental for the remainder of the lease term.

21. **LANDLORD'S LIEN.** In addition to the statutory Landlord's lien, Landlord shall have, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently or which may hereafter be situated on the premises, and all proceeds therefrom, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all sums of money then due to Landlord hereunder shall first have been paid and discharged and all covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in Paragraph 2 of this lease at least five (5) days before the time of sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and other expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this Paragraph 21. Any surplus shall be paid to Tenant or as otherwise required by law; and the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State of Texas. Upon request by Landlord, Tenant shall provide the name and address of any entity, that has, or claims to have, and interest in the property located on the lease premises and a description of such property. Failure to provide such list shall result in a presumption that all property located in the premises belongs to Tenant free from all claims. The statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

22. **SURRENDER OF PREMISES.** No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the premises, and no agreement to accept a surrender of the premises shall be valid unless the same be made in writing and subscribed by the Landlord.

23. **ATTORNEY'S FEES.** In case it should be necessary or proper for Landlord to bring any action under this lease or to consult, or place said lease, or any amount payable by Tenant thereunder, with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord a reasonable attorney's fee.

24. **MECHANIC'S LIENS.** Tenant will not permit any mechanic's lien to be placed upon the premises or the Building or improvements thereon during the term hereof caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Tenant, and in the case of the filing of any such lien Tenant will promptly pay same. If default in payment thereof shall continue for twenty (20) days after written notice thereof from Landlord to the Tenant, the Landlord shall have the right and privilege at Landlord's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder from Tenant to Landlord and shall be

repaid to Landlord immediately on rendition of bill therefor, together with interest at ten percent (10%) per annum until repaid.

25. **FORCE MAJEURE.** Whenever a period of time is herein prescribed for action to be taken by Landlord, the Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, Acts of God, shortages of labor or materials, war, governmental laws, regulations or restriction or any other causes of any kind whatsoever which are beyond the control of Landlord.

26. **SEPARABILITY.** If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

27. **PRIOR AGREEMENTS, AMENDMENTS.** Neither party hereto has made any representations or promises except as contained herein or in some further writing signed by the party making such representation or promise. No agreement hereafter made shall be effective to change, modify, discharge or effect an abandonment of this lease in whole or in part unless such agreement is in writing and signed by or on behalf of the party against whom enforcement of the change, modification, discharge or abandonment is sought, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms, provisions, covenants and conditions contained in this lease shall apply to, inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

28. **QUIET ENJOYMENT.** Provided Tenant has performed all of the terms, covenants, agreements and conditions of this lease, including the payment of rent, to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the premises for the term hereof, without hindrance from Landlord, subject to the terms and conditions of this lease.

29. **GENDER.** Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

30. **PARKING.** Tenant shall have the non-exclusive use in common with the Landlord, other tenants, their guests and invitees, of the common automobile parking areas, driveways and footways, subject to reasonable rules and regulations for the use hereof as prescribed from time to time by Landlord. Landlord shall have the right to designate parking areas for the use of the Building's tenants and their employees, and other tenants and their employees shall not park in parking areas so designated. Tenant agrees that upon written notice from Landlord it will furnish Landlord, within five (5) days from receipt of such notice, the state automobile license numbers assigned to the automobiles of the Tenant and its employees. Any enforcement of the Tenant's rights to the exclusive use of any designated parking space shall be made only upon the written demand and authorization of Tenant and, any action taken by Landlord shall be as an agent of Tenant and Tenant shall hold Landlord harmless from any costs or expenses whatsoever incurred as a result of tenant's demand for enforcement and shall indemnify Landlord for any costs or expenses advanced or incurred by Landlord in the enforcement of Tenant's exclusive parking privileges.

31. **BROKER.** The Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiations or execution of this lease other than Landlord's broker.

32. **CONSTRUCTIVE EVICTION.** Tenant shall not be entitled to claim a constructive eviction from the premises unless Tenant shall have first notified the Landlord in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, unless Landlord shall have failed to remedy such conditions within a reasonable time after receipt of said notice.

33. ACCESS TO BUILDING. Tenant shall have ingress to and egress from the Building twenty four (24) hours per day, seven (7) days per week.

34. THEFT OR DAMAGE. Landlord or Landlord's agents shall not be liable for any damage to property of Tenant, Tenant's employees or invitees, unless due to negligence of Landlord or its agents. Landlord or its agents will not be responsible for lost or stolen personal property, equipment or money from Tenant's area or public areas regardless of whether such loss occurs when such area is locked against entry or not. Any insurance to be carried on personal property, equipment, money or any other things belonging to Tenant, Tenant's employees or invitees, must be carried by Tenant for Tenant's own benefit and under Tenant's sole control.

35. EFFECT. It is expressly understood that this Lease Agreement is subject to review, amendment and modification until executed by Landlord and shall not be binding upon Landlord until accepted and signed.

36. CAPTIONS. The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

37. VENUE. Any suit arising from or relating to this agreement shall be brought in Gregg County, Texas and Tenant waives any right to a pleas of privilege that might exist, by statute or otherwise, in the absence of this Lease Agreement.

38. EMERGENCY. In case of Emergency, Landlord shall attempt to notify orally and in writing:

Steve Bailey  
NAME

Operations & Maint. Supervisor  
TITLE

300 W Cotton St.  
ADDRESS

(903) 237-1369  
TELEPHONE NUMBER

Any change in the name and address of the individual to be notified hereunder, shall immediately be made known to Landlord under the provisions of Paragraph 2 herein.

39. TERMINATION. This agreement may be terminated provided one (1) of the following conditions exists:

(a) Contract between agent and intercity bus provider is terminated or ceases for any reason.

EXECUTED AS OF THE DATE HEREIN ABOVE STATED

ATTEST OR WITNESS

[Signature]

ATTEST OR WITNESS

LANDLORD: City of Longview

[Signature], Asst. City Mgr.

TENANT: Longview Express, Inc.

Boyd Hill

Rickey Plummer

PRESIDENT  
TITLE

### **RULES AND AGREED REGULATIONS**

1. The sidewalks, entries, passages, court corridors, stairways, and elevators shall not be obstructed by any of the Tenants, their clerks or agents, or used by them for purposes other than ingress and egress to and from their respective suites.
2. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service on or to the premises for Tenant to Landlord for Landlord's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Building, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.
3. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of the said Building unless of such color, size and style and in such place upon or in said Building as shall first be designated by Landlord; there shall be no obligation or duty on Landlord to allow any sign, advertisement or notice to be inscribed, painted or affixed on any part of the inside of said Building. Signs on doors will be painted for the Tenant by a sign writer approved by Landlord, the cost of the painting to be paid by the Tenant. A directory in a conspicuous place, with the names of the Tenants, will be provided by Landlord; any necessary revision in this will be made by Landlord within a reasonable time after notice from the Tenant of the error or change making the revision necessary. No furniture shall be placed in front of the Building or in any lobby or corridor without written consent of Landlord. Landlord shall have the right to remove all unapproved signs and furniture, without notice to Tenant, at the expense of Tenant.
4. No Tenant shall do or permit anything to be done in said premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on said Building, or on property kept therein, or obstruct or interfere with the rights of other Tenants, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon said Building or any part thereof, or conflict with any of the rules or ordinances of the County in which the Building is located.
5. The janitor of the Building may at all times keep a pass key, and he and other agents of the Landlord shall at all times be allowed admittance to said leased premises.
6. No additional locks shall be placed upon any doors without the written consent of the Landlord. All necessary keys shall be furnished by the Landlord, and the same shall be surrendered upon the termination of this

lease, and the Tenant shall then give the Landlord or his agents explanation of the combination of all locks upon the doors of vaults.

7. No windows or other openings that reflect or admit light into the corridors or passageways, or to any other place in said Building, shall be covered or obstructed by any of the Tenants.

8. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse, or the defacing or injury of any part of the Building, shall be borne by the person who shall occasion it.

9. No person shall disturb the occupants of the Building by the use of any musical instruments, the making of unseemly noises, or any unreasonable use. No dogs or other animals of any kind will be allowed in the Building.

10. Nothing shall be thrown out of the windows of the Building or other passages.

11. If any Tenant desires telegraphic, telephonic or other electric connections, Landlord or its agents will direct the electricians as to where and how the wires may be introduced, and without such directions no boring or cutting for wires will be permitted.

12. If Tenant desires shades or awnings, they must be of such shape, color, materials and make as shall be prescribed by Landlord and any outside awning proposed may be prohibited by Landlord. Landlord or its agents shall have the right to enter the premises to examine the same or to make such repairs, alterations or additions as Landlord shall deem necessary for the safety, preservation or improvement of the Building; and the Landlord or its agents may show said premises and may place on the windows or doors thereof, or upon the bulletin board, a notice "For Rent" for one month prior to the expiration of the Lease.

13. No portion of the Building shall be used for the purpose of lodging rooms or for any immoral or unlawful purposes.

14. All glass, locks and trimmings in or about the doors and windows and all electric fixtures belonging to the Building shall be kept in whole, and whenever broken by anyone shall be immediately replaced or repaired and put in order by Tenant under the direction and to the satisfaction of Landlord, and on removal shall be left whole and in good repair.

15. Tenant shall not be permitted to use or to keep in the Building any kerosene, camphene, burning fluid or other illuminating materials.

16. All repairs, renovations, alterations or installations (including, without limitations, electrical and communication systems) made by Tenant or for Tenant, must be conducted in accordance with, and pursuant to OSHA and EPA guidelines as well as Landlord's standard building guidelines. Tenant shall furnish to Landlord a certificate signed by Tenant (where Tenant is a corporation, its president or a vice president must sign; where Tenant is a partnership, each general partner must sign) immediately following the completion of any Tenant repairs, renovations, alterations or installations (including without limitation, electrical and communication systems) certifying that such repairs, renovations, alterations, or installations (including without limitation, electrical and communication systems) have been made in accordance with the rules and regulations of the Building, the appertaining.

17. No smoking in the building; including, but not limited to, Tenant's office rental space.

## **EXHIBIT B**

As an inducement to lease the demised premises Landlord will undertake the following premises improvements:

Renovate approximately 2350 square feet of existing space. Facilities include:

- 1 Male and female restrooms.
- 2 Customer waiting area.
- 3 Customer service counter.
- 4 Freight storage area.
- 5 Mop closet shall be made available.

## **EXHIBIT C**

Tenant shall be permitted, at tenants expense, to install the following signage in accordance with the City of Longview zoning ordinance::

1. Greyhound sign.
2. Money-gram sign.

**ADDENDUM**

**Renewal Option**

Provided Tenant is not in default under any provision of this Lease upon the date of its expiration and Tenant gives Landlord thirty (30) days notice of Tenant's intentions to renew prior to the expiration date, Tenant may elect to extend this Lease two (2) times for a one (1) year period under the same terms and conditions as the original Lease save and except that the rental rate shall be adjusted to the then prevailing Market Rental Rate (as defined below). Notwithstanding any provision in this paragraph to the contrary the rental rate shall never be less than the rental rate then currently paid by Tenant at the expiration date.

**Market Rental Rate**

For the purposes hereof, "Market Rental Rate" shall mean the average rental rate then being leased by landlords in the Texas area for premises of comparable size and purposes of a quality comparable to the building at the time in question. Such Market Rental Rate shall take into consideration creditworthiness of the tenant. Such Market Rental Rate shall be agreed upon by Landlord and Tenant no later than thirty (30) days after Tenant's delivery of notice to Landlord exercising the renewal term in question and each party shall use its best reasonable efforts to reach such agreement; provided, however, that if Landlord and Tenant are unable, within such period and by such time, to reach such agreement then Market Rental Rate shall be determined pursuant to the below provisions, in which event the Market Rental Rate determined by such procedure shall be binding upon both Landlord and Tenant. Landlord and Tenant shall each appoint, by written notice to the other, a licensed real estate appraiser (MAI) who has no conflict of interests in representing either Landlord or Tenant in connection with the renewal of the lease. If either party fails to appoint such a real estate broker within ten (10) days following the expiration of the thirty (30) day period with in which Landlord and Tenant tried to agree on the Market Rental Rate then the broker who is appointed shall select the second broker. Such two brokers shall proceed to determine the Market Rental Rate using factors as described above. If such two brokers are unable to agree upon a Market Rental Rate then they shall jointly appoint a third licensed broker meeting the required qualifications and the Market Rental Rate shall be that amount upon which any two of such three brokers agree, or if no such agreement is reached the rate which represents the arithmetic average of the two rates determined by such brokers which are numerically closest to one another, or, if all rates are numerically equidistant, the arithmetic average of all three such rates. Each party shall have the responsibility for paying the broker who was, or who should have been appointed by such party and each party shall pay one-half (1/2) of the cost and expenses of the third brokers if one is appointed.

Landlord CME

Tenant RSJ