

**SUBLEASE  
AGREEMENT**

DATED AS OF December 11, 2017

**BY AND BETWEEN**

**THE CITY OF NORWALK  
and  
THE NORWALK BOARD OF EDUCATION, JOINTLY and**

**SEVERALLY as SUBLANDLORD AND  
FIRST STUDENT, INC., as SUBTENANT  
NORWALK, CONNECTICUT**

**FOR**

**PREMISES:**

**THIS SUBLEASE AGREEMENT** is made as of the 11th day of December, 2017 among the **CITY OF NORWALK**, a municipal corporation duly organized and existing by and under the laws of the State of Connecticut, acting herein by its Mayor, hereunto duly authorized, whose address is 125 East Avenue, Norwalk, Connecticut 06852 and the **NORWALK BOARD OF EDUCATION**, acting by Steven J. Adamowski, its Superintendent (jointly and severally, collectively the "Sublandlord"), and **FIRST STUDENT, INC.**, a Delaware corporation authorized and licensed to do business in the State of Connecticut, and whose principal place of business is 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202 (the "Subtenant"), and consented to by 332 Wilson Avenue, LLC, a Connecticut Limited Liability Company, as Landlord of the underlying Lease Agreement (the "Landlord").

WITNESSETH:

WHEREAS, the Sublandlord, as Tenant, entered into a written Lease Agreement with Landlord, dated December 11, 2017 (the "Lease") for real property (the "Land") described in **Exhibit A** annexed hereto and made a part hereof, together with the building, consisting of approximately 5,222 square feet currently located thereon (the "Building") and other improvements now or hereafter erected thereon. The Land and Building are collectively referred to as the "Subleased Premises."

WHEREAS, the Sublandlord and Subtenant have executed a written contract entitled "Agreement For Type I and Type II Student Transportation Services By And Between Norwalk Board Of Education and First Student, Inc. and dated December 11th, 2017, pursuant to which Subtenant has agreed to provide school bus transportation services on behalf of the Norwalk Public Schools and the Norwalk Board of Education (the "School Bus Contract").

WHEREAS, in furtherance of the School Bus Contract, Sublandlord and Subtenant have agreed to enter into this Sublease Agreement for the Subleased Premises to be used and occupied exclusively by Subtenant as a school bus storage, fueling, maintenance and dispatch facility, administrative office, and any other uses incidental thereto or permitted under the Lease.

NOW, THEREFORE, in recognition of the Subleased Premises, in exchange of the promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublandlord and Subtenant agree as follows.

**ARTICLE 1**  
**SUBLEASED PREMISES, TERM**

Section 1.01. Sub landlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, the legal description for which is set out in the Lease, which shall be used and occupied exclusively by the Subtenant strictly in connection with its performance of the School Bus Contract.

Section 1.02. The term of this Sublease (the "Term") shall commence on the effective date hereof (subject to receipt of the Landlord consent prior thereto) (the "Sublease Commencement Date") and be coterminous with the term of the School Bus Contract, as the same may be extended from time to time, unless sooner terminated pursuant to any provision herein or of the Lease. In

accordance with Paragraph 9 of the School Bus Contract, Subtenant shall have no obligation to pay rent, additional rent, real estate taxes or operating expenses for the Subleased Premises.

Section 1.03. Notwithstanding the above, in the event of a termination of Sublandlord's rights under the Lease, Subtenant's rights and duties hereunder shall cease and this Sublease shall automatically terminate without the need of further action of the parties. In any such event, Sublandlord shall give immediate written notice to Subtenant and Subtenant shall promptly quit possession of the Subleased Premises and deliver the same back to the Sublandlord in accordance with the terms of the Sublease.

## **ARTICLE 2 COMPLIANCE WITH ORIGINAL LEASE AND LAWS**

Section 2.01. This Sublease is and shall be at all times subject and subordinate to the Lease. Subject to Section 2.02, Subtenant acknowledges that it shall comply with the terms and conditions of the Lease as well as all applicable laws and ordinances concerning Subtenant's use and occupancy of the Subleased Premises, including by way of example but not limited to the applicable site plan approval requiring the shielding of stray lighting and the applicable noise ordinance. Subtenant shall not use the Subleased Premises for any other purpose or in any other manner than as specified in the Lease and in this Sublease. In particular, Subtenant shall under no conditions use the Subleased Premises for any illegal, immoral, or ultra-hazardous activity. Section 2.02. This Sublease is expressly subject and subordinate to the Lease and except to the extent inconsistent with the terms of this Sublease or specifically excluded below, all of the terms and provisions of the Lease are incorporated into and made a part of this Sublease, and the rights and obligations of the parties under the Lease are hereby imposed upon the parties hereto with respect to the Subleased Premises. Therefore, for the purposes of this Sublease: (a) the term "Landlord" as used in the Lease shall be deemed to mean Sublandlord and the term "Tenant" as used in the Lease shall be deemed to mean Subtenant; (b) the term "Premises" as used in the Lease shall be deemed to mean the Subleased Premises; (c) the term "Lease" as used in the Lease shall be deemed to mean this Sublease.

Section 2.02.1. Notwithstanding Section 2.02, the following provisions of the Lease are hereby excluded from incorporation into this Sublease as between Sublandlord and Subtenant only, but shall continue in full force and effect as between Landlord and Sublandlord Sections 1.02 and 1.03; Articles 3, 16, , 22, 24, 25, 26, 28(b), 34, and 36; and to the extent inconsistent with this Sublease and/or not applicable to the Subleased Premises: Section 8.03, the last sentence of Article 4; and Article 11. References to "Landlord's Work" in Articles 2 and 4 shall mean Landlord only.

Section 2.02.2. Notwithstanding Section 2.02, Articles 6 and 23 are hereby incorporated into this Sublease with the following amendments.

(a) Subtenant's responsibility under Section 6.02c shall be limited to "normal, ordinary and routine maintenance and repairs and shall exclude any major modifications to the UST System made necessary due to or required as a result of changes in the applicable laws. For purposes of this limitation, a "major modification" shall be any modification of the tank or change to the UST System that costs exceed \$5,000.

(b) In the event that Tenant suffers any unreasonable interference with its ability to use the Subleased Premises in accordance with the terms of the Lease or Sublease as set forth in Section 6.02(b) of the underlying Lease, Tenant shall provide written notification to the Landlord describing the interference in compliance with the requirements set forth in Section 6.02(b) for the Abatement Notice. Such Abatement Notice shall be delivered to Landlord as soon as practical prior to the 3 business day deadline for Landlord to provide its Abatement Notice in order to preserve its claim for damages under this Section. Tenant shall reasonably assist and cooperate with Landlord in pursuing such claim and will be entitled to a reasonable share of any abatement in the Base Rent received by Landlord, to the extent that such abatement is attributable to Tenant's resulting damages and additional expenses arising out of the performance of the UST System removal and replacement work,

(c) Subtenant's responsibility under Section 6.03 for maintenance, repairs and replacements to the Premises shall be limited to normal, ordinary and routine maintenance and repairs to the Premises. All other repairs, maintenance and replacements shall be performed by the Sublandlord and the cost thereof shall be amortized and included in the annual operating expenses for which Subtenant is responsible under this sublease.

(d) The last paragraph of Section 23.01 is incorporated herein as follows: *Notwithstanding the foregoing: (i) Operating Costs shall exclude the cost of Landlord's Work, the cost of the replacement of the UST System(as set forth in Section 6.02(b) of this Lease) and any sums for which Landlord is liable under Article 8 of this Lease; and (ii) with respect to any Operating Cost excess of \$5,000.00 which, under generally accepted accounting principles, would be required to be capitalized (rather than immediately expensed), Landlord shall (x) amortize such Operating Cost over the useful life of the applicable expenditure (as reasonably determined by Landlord), together with reasonable interest at Landlord's reasonable cost of funds, and (y) include in Operating Costs (on an annual basis commencing with the year of such expenditure) only the amortized portion of any such expenditure.*

Section 2.02.2 Sublandlord covenants and agrees (i) to comply with all provisions of the Lease applicable to the Subleased Premises, including payment of Base Rent, additional rent and any other monetary obligations so as to not cause a default under the Lease with respect to this Sublease, (ii) not to enter into any agreement amending or modifying the Lease in a way that would adversely affect Subtenant's rights under this Sublease, or (iii) not to terminate the Lease other than a termination expressly permitted pursuant to the terms of the Lease or a partial termination that does not adversely affect Subtenant's rights under this Sublease. With respect to work, services, repairs, restoration, provision of insurance or the performance of any other obligation of Landlord under the Lease, Sublandlord shall use commercially reasonable good faith efforts to obtain Landlord's performance thereof. If Landlord fails to perform any obligation of Landlord under the Lease, Subtenant shall so notify Sublandlord in writing, and Sublandlord shall use diligent, good faith efforts to obtain Landlord's performance.

Section 2.03. Subtenant hereby agrees that its use of the Subleased Premises shall at all times be in compliance with applicable laws, ordinances and regulations, as may be amended from time to time, including by way of example, the Noise Ordinance set out in Chapter 68 of the Norwalk Code.

**ARTICLE 3  
ALTERATIONS, ADDITIONS, OR IMPROVEMENTS**

Section 3.01. Subtenant shall not make any alterations, additions, or improvements on or to the Subleased Premises without first obtaining the written consent of the Sublandlord and the Landlord. All alterations, additions and improvements made shall be at the sole expense of the Subtenant and shall remain on the Subleased Premises as part of the Subleased Premises and become the property of Landlord at the termination or expiration of this Sublease Agreement, without disturbance, molestation or injury.

**ARTICLE 4  
ASSIGNMENTS AND SUBLEASES**

Section 4.01. Subtenant shall not assign this Sublease or sell or sublet the Subleased Premises or any part of or interest in them without the prior, express and written consent of the Sublandlord and the Landlord, acting by their respective authorized representatives. Any attempt to sell, assign or sublet this Sublease without the signed, written consent of the Sublandlord and Landlord shall be deemed to be a default by Subtenant entitling Sublandlord to reenter the Subleased Premises and terminate this Sublease agreement subject to the provisions of Article 10 hereof.

**ARTICLE 5  
QUIET ENJOYMENT**

Section 5.01. If Subtenant performs the terms and requirements of this Sublease, Sublandlord will warrant and defend Subtenant in the enjoyment and peaceful possession of the Subleased Premises during the term of this Sublease agreement without any interruption by Sublandlord or any person claiming under the Sublandlord.

**ARTICLE 6  
DEFAULT OF SUBTENANT**

Section 6.01. If any amounts due hereunder, or any part of such amounts shall be and remain unpaid when due or if Subtenant violates or defaults in any of the provisions of this Sublease, then Sublandlord may terminate this Sublease Agreement pursuant to Article 10 and reenter the Subleased Premises. In spite of any reentry, the liability of Subtenant for any unpaid amounts shall not be extinguished and Sublessee shall remain liable for all sums becoming due throughout for the balance of the effective term of this Sublease Agreement and Subtenant shall additionally make good to Landlord any deficiency arising from a reentry and reletting of the Subleased Premises.

**ARTICLE 7  
INSOLVENCY OR BANKRUPTCY**

Section 7.01. If Subtenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the business of Subtenant, then Sublandlord may terminate this Sublease Agreement at the option of Sublandlord.

**ARTICLE 8  
INSURANCE**

Section 8.01. Subtenant shall comply with all requirements of Article 9 of the Lease regarding Sublandlord's obligations to protect the Subleased Premises and provide and maintain of insurance coverage which coverage shall protect the interests of the Sublandlord and Landlord as additional insureds.

**ARTICLE 9  
WAIVER OF BREACH**

Section 9.01. The waiver of any of the provisions of this Sublease by any party shall be limited to the particular instance involved and shall not be deemed to waive any other rights of the same or any other terms of this Sublease.

**ARTICLE 10  
TERMINATION AND SURRENDER**

Section 10.01. (a) Subtenant shall surrender the Subleased Premises on the earlier of (i) fifteen (15) business days after receipt of a notice of termination of this Sublease from Sublandlord and (ii) the last day of the Term, which shall be the School Bus Contract. Upon the expiration or termination of this Sublease, Subtenant shall surrender the keys to the Subleased Premises to Sublandlord and shall vacate the Subleased Premises in the condition received, wear and tear customarily associated with use as a school bus transportation facility excepted.

**ARTICLE 11  
HOLDING OVER**

Section 11.01. Any holding over at the expiration of this Sublease with the consent of the Sublandlord shall be on a month-to-month basis, which tenancy may be terminated as provided by applicable Connecticut law. During any holdover period the terms and requirements of this Sublease shall remain in effect and binding on the parties.

**ARTICLE 12  
INTERESTS OF SUCCESSORS**

Section 12.01. The covenants and agreement of this Sublease shall be binding on the successors and assigns of Sublandlord and on the successors and assigns of Subtenant.

**ARTICLE 13  
COSTS OF LITIGATION**

Section 13.01. If any legal action is instituted to enforce this Sublease Agreement or any part hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the other party.

**ARTICLE 14  
ACKNOWLEDGMENT BY LESSOR**

Section 14.01. This Sublease Agreement shall be conditioned upon receipt of Landlord's consent to this Sublease in writing on or prior to the Sublease Commencement Date (the "Landlord Consent") as stated in **Exhibit B** attached hereto.

**ARTICLE 15  
GOVERNING LAW**

Section 15.01. This Sublease Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut.

**ARTICLE 16  
NOTICES**

Section 16.01. Any notice, request or demand, permitted or required to be given by the terms and provisions of this Sublease, or by any law or governmental regulation, either by Sublandlord to Subtenant or by Subtenant to Sublandlord, shall be in writing and may be given or made by hand delivery, by recognized overnight courier service, or by mailing the same by registered or certified mail, return receipt requested, to the parties at their addresses set forth above, or to such person and address as either party may, from time to time, designate upon at least ten (10) days prior written notice.

**ARTICLE 17  
WAIVER OF JURY TRIAL**

Section 17.01. With regard to any dispute or matter arising out of or associated with this Sublease or the Subleased Premises, Sublandlord and Subtenant hereby waive the right to trial by jury.

**ARTICLE 18  
REPRESENTATIONS**

Section 18.01. The Sublandlord and Subtenant represent to each other as follows:

(a) That they are both legally existing corporations under the laws of their respective states of incorporation and have not previously filed, nor are presently contemplating filing, nor have received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

(b) That they have, and have exercised, the required corporate power and authority and have complied with all applicable legal requirements necessary to adopt, execute and deliver this Lease and to assume the responsibilities and obligations created hereunder; and

(c) That this Lease is duly executed and delivered by authorized corporate officers, in accordance with such officers' powers to bind each other hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, Sublandlord and Subtenant have respectively signed and sealed this Lease as of the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of:

Barbara Licia  
S. J. Jancou

**SUBLANDLORD:**  
**CITY OF NORWALK**

By: Harry W. Rilling  
Harry W. Rilling  
Its Mayor  
Duly Authorized

STATE OF CONNECTICUT )  
  ) ss: Norwalk  
COUNTY OF FAIRFIELD )

On this 11<sup>th</sup> of December, 2017, personally appeared, the Honorable Harry W. Rilling, Mayor of the City Of Norwalk, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as Mayor and the free act and deed of the City of Norwalk, before me.

Diane Beetz Jacobson  
Notary Public  
Commissioner of the Superior Court  
Diane Beetz Jacobson

Signed, Sealed and Delivered  
In the Presence of:

Anthony Vogel  
Anthony Vogel  
Thomas Hamilton  
Thomas Hamilton

**SUBTENANT**  
**FIRST STUDENT, INC.**

By: Vinnie Cappiello  
Vinnie Cappiello  
Its Area General Manager  
Duly Authorized



STATE OF CONNECTICUT)

) SS: \_\_\_\_\_

COUNTY OF )

On this 11<sup>th</sup> day of December, 2017, personally appeared, Vinnie Cappiello, the Area General Manager of First Student, Inc., signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as Area General Manager and the free act and deed of said corporation, before me.



~~Notary Public~~

Commissioner of the Superior Court

**EXHIBIT A**  
**LEASE BETWEEN CITY OF NORWALK AND SELIGSON**

## EXHIBIT B

### ACKNOWLEDGEMENT AND LEASE TERMINATION AGREEMENT

THIS ACKNOWLEDGEMENT AND LEASE TERMINATION AGREEMENT (“Agreement”) dated as of \_\_\_\_\_, 2017 is by and between **332 WILSON AVENUE LLC**, a Connecticut limited liability company (referred to herein as “Lessor” or “Landlord”), as successor in interest to Stanley M. Seligson, and **FIRST STUDENT, INC.**, a Delaware corporation (referred to herein as “Lessee” or “First Student”), as successor in interest to Laidlaw Transit, Inc.

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement dated as of July 13, 1988 (the “Original Lease”), as amended by Lease Extension and Modification agreement dated as of September 1, 1995, as further amended by Lease Extension and Modification agreement dated as of July 1, 2002, as further amended by Second Lease Extension and Modification Agreement dated as of June 1, 2005, and as further amended by (Third) Lease Extension and Modification Agreement dated as of April 13, 2011, respecting premises located at 332-334 Wilson Avenue, Norwalk, Connecticut (the Original Lease, as so amended and extended, is referred to herein as the “Lease”). Capitalized terms which are used but are not defined in this Agreement shall have the same meanings as in the Lease; and

WHEREAS, the Lease expired on June 30, 2015 and, pursuant to the terms of Section 29 thereof, was automatically extended through June 30, 2018;

WHEREAS, Lessee and Lessor now desire to terminate the Lease to enable (i) Lessor to enter into a lease (the “BOE Lease”) for the Premises directly with the City of Norwalk and the Norwalk Board of Education (the “BOE”), and (ii) Lessee to enter into a sublease of the Premises dated as of \_\_\_\_\_, 2017 directly with the BOE (the “Sublease”), all effective as of the 1st day of January, 2018 (the “Effective Date”); and

WHEREAS, Lessor is willing to terminate the Lease, enter into the BOE Lease, and consent to the Sublease upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendment to Lease. This Agreement shall constitute an amendment to the Lease and shall be effective as of the Effective Date, subject to simultaneous execution and delivery of the BOE Lease, dated the date hereof, by Lessor, as lessor, and BOE, as lessee, thereunder. If the BOE Lease is not executed and delivered, Lessor and Lessee shall have no rights, obligations or liabilities under this Agreement, and the Lease shall continue in full force and effect according to its terms. Except as expressly modified herein, all terms and conditions of the Lease (including, without limitation, the hereinafter defined “Continuing Obligations”) shall remain in full force and effect, and Landlord and First Student shall comply in all respects with the terms thereof.

2. Termination of Lease. Subject to the terms and conditions set forth in this Agreement, Landlord and First Student hereby agree that Lease shall be terminated at 12:01 a.m. on Effective Date, as if the Effective Date were the date originally set forth in the Lease for the expiration of the term thereof. On the Effective Date, the Lease shall be deemed expired, the Premises shall be deemed surrendered, and First Student shall be relieved of all its obligations under the Lease, except for the Continuing Obligations (as hereinafter defined).

3. Landlord Acknowledgements. Landlord hereby acknowledges that First Student is entering into the Sublease with the BOE for a term commencing on the Effective Date and continuing as provided therein for a period of [ \_\_\_\_\_ ( ) years] solely for use by the sublessee in providing school bus services to the BOE, and (ii) acknowledges to Lessee and BOE that the Sublease is a "Permitted Subletting" as defined in the BOE Lease. Landlord acknowledges that as of the Effective Date, First Student's continued use and occupancy of the Premises shall be pursuant to its rights as the sublessee under and governed by the Sublease.

4. Continuing Obligations. Notwithstanding the early termination of the term of the Lease, Lessee shall remain liable for the applicable statute of limitations for any and all obligations of the "Lessee" under the Lease (a) respecting the period through the Effective Date, and/or (b) which, pursuant to the terms of the Lease or any applicable laws or regulations, survive the expiration or termination of the term of the Lease, (including, by way of illustration only, indemnity obligations relating to periods prior to the Effective Date and all obligations of the Lessee under the Lease with respect to the environmental condition of the Premises), whether known or unknown as of the date of this Agreement. Said obligations are sometimes referred to herein as the "Continuing Obligations". First Student hereby acknowledges and agrees that the Continuing Obligations shall survive the termination of the Lease, and, with respect to Continuing Obligations respecting the environmental condition of the Premises, Lessor shall have the right to enforce the Continuing Obligations against Lessee during the term of the Sublease (and for so long thereafter as Lessee continues to occupy the Premises as a sublessee of the BOE) and for a period of at least two (2) years thereafter.

5. Succession. This Agreement shall be binding upon and inure to the benefit of Landlord and First Student and their respective successors and assigns, may be signed in counterparts and may not be waived or terminated except in writing and signed by both parties.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

In the presence of:

**332 WILSON AVENUE LLC**

By: SMS Manager, LLC, its Manager

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Stanley M. Seligson  
Title: Manager

**FIRST STUDENT, INC.**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

STATE OF CONNECTICUT )  
 )  
COUNTY OF FAIRFIELD )

ss: \_\_\_\_\_, 2017

Personally appeared, Stanley M. Seligson, Manager of SMS Manager, LLC, a Connecticut limited liability company and the Manager of 332 WILSON AVENUE, LLC, a Connecticut limited liability company, signer and sealer of the foregoing instrument on behalf of the limited liability company and acknowledged the same to be his free act and deed, and the free act and deed of said limited liability company, before me.

\_\_\_\_\_  
Notary Public – State of Connecticut  
Commissioner of the Superior Court

My Commission expires:

STATE OF )  
 )  
COUNTY OF )

ss: \_\_\_\_\_, 2017

Personally appeared \_\_\_\_\_, the \_\_\_\_\_ of FIRST STUDENT, INC., signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed as such officer, and the free act and deed of said corporation, before me.

\_\_\_\_\_  
Notary Public – State of Connecticut  
Commissioner of the Superior Court

My Commission expires: