

MEMORANDUM

January 10, 2025

TO: MEMBERS, PORT COMMISSION

> Hon. Kimberly Brandon, President Hon. Gail Gilman, Vice President

Hon. Willie Adams Hon. Stephen Engblom Hon. Steven Lee

FROM:

Executive Director

SUBJECT: Informational Presentation on Status of Settlement and New Lease

Negotiations with Bauer Intelligent Transportation, Inc. (Bauer) under Lease No. L-15004 (Pier 50, Sheds A and C), Lease L-16206 (401 Terry Francois

Blvd – terminated) and a Parking License (Pier 96).

DIRECTOR'S RECOMMENDATION: Information Only – No Action Required

EXECUTIVE SUMMARY

At the September 17, 2024 Port Commission Meeting, Port staff was asked to provide the Port Commission with an update on the negotiations with Bauer Intelligent Transportation ("Tenant") following public comment by Gary Bauer, founder and CEO, concerning extended negotiations for a new lease. Tenant also stated that Port's records showed an overall outstanding balance of \$6.4M and argued that if it is provided the same considerations as other Port tenants, the actual balance would be between \$2M and \$2.5M. This staff report is to address the Port Commission's request.

STRATEGIC OBJECTIVE

Trying to negotiate a settlement with Tenant supports the Port's Economic Recovery objective by recovering past due rent and keeping an existing tenant in place.

BACKGROUND

Bauer Intelligent Transportation has been a Port tenant for over 20 years. Tenant provides private transportation services across the Bay Area, catering to companies needing shuttle service for employees, hospitality needs, and conventions. In 2012, Tenant was relocated to its present location at Pier 50, Sheds A and C to accommodate the 34th America's Cup and the construction of the Cruise Terminal at Pier 27.

Before the COVID-19 pandemic, Tenant leased space at Pier 50 and 401 Terry Francois Blvd. (401 TFB), as well as month-to-month parking at Pier 96 under three separate agreements. The lease for 401 TFB expired in December 2021, with Tenant vacating the premises on May 31, 2022. The lease for Pier 50 expired in May 2022 and is currently month-to-month. Prior to the expiration of the Pier 50 lease, Tenant expressed interest in negotiating a new lease for the premises. A summary of the major negotiation points between Port and Tenant have revolved around the following:

1. Outstanding Rent and Re-Payment Plan:

- Tenant has accumulated significant unpaid rent and late fees, with the amount varying across the three leases, but totaling around \$6.46M as of December 27, 2024 (see attachment for details of the amounts due).
- On March 2, 2022, Tenant was notified that monthly Base Rent for the lease at Pier 50 would increase to \$161,174.35/month based on market rent effective May 11, 2022. Tenant has never paid the rent increase.
- Tenant requested a 37% reduction in the outstanding rent due, reflecting its revenue losses due to the pandemic. This reduction was not agreed to by Port.
- Port and Tenant are not in agreement on the past due rental balance as the parties are not in agreement on the rental rate for Pier 50 for the holdover period.
- Port initially proposed an upfront payment of \$500,000 from Tenant toward the outstanding rent for Pier 50, along with a repayment plan over a five-year period.

2. Sprinkler Installation and Rent Credit:

- A major aspect of the lease negotiations involves Tenant's requirement by City code to install a fire sprinkler system in Shed C at Pier 50. Port cannot enter into a new lease without the prior installation of a fire sprinkler system. The estimated cost provided by Tenant is around \$1.8M.
- In exchange for this investment, Port proposed providing Tenant with rent credits up to a maximum of \$2M.

3. New Lease Terms:

Port proposed a five-year lease with annual rent increases contingent upon Tenant's completion of the sprinkler installation by May 31, 2024. There is ongoing disagreement about the rent structure for a new lease. Tenant countered and proposed maintaining rent at pre-expiration levels with minimal increases. In response, subject to both Port Commission and Board of Supervisor approval, to bring rents closer to current parameter rates, Port staff proposed all rates be increased to parameter, with the exception of Shed C, where leasing incentives would be applied to those rates for years 1-3. In years 4-5, rental rates would increase back to parameter plus annual increases. New terms were later proposed with continued negotiations.

 Tenant's continued tenancy is contingent upon resolving unpaid past-due rent obligations and completion of the sprinkler system.

4. Requirements for Moving Forward:

- To proceed with a new lease, Tenant must bring its account current, install a fire sprinkler system, and comply with all lease terms.
- Both parties have been negotiating with the goal of negotiating a new lease for approval by the Port Commission and the Board of Supervisors.

The lease negotiations have been ongoing for several years and despite steps forward, several points of contention remain: the rental rate during the holdover period and the rental rate under a new lease.

OUTSTANDING RENT

Historically Tenant have struggled to pay rent in a timely manner. In February 2020, Tenant had just completed payments on a Settlement Agreement resolving past-due rent under which the Executive Director forgave \$25,000 in rent to incentivize Tenant to pay the then outstanding balance.

At the onset of the COVID-19 pandemic in March 2020, Tenant held three separate agreements with the Port:

- 401 TFB Lease (L-16206). Support office space that became month-to-month on January 1, 2021.
- <u>Pier 50, Lease (L-15004).</u> This is the company's headquarters and includes offices, shed space, and pier space for bus maintenance and storage.
- Pier 96 Parking Agreement. Used for additional bus parking.

To aid certain tenants during the pandemic, Port established two different rent deferral programs. The first allowed all Port tenants to <u>defer</u> rent from March 2020 through May 2020, and the second, the Opt-In Rent Deferral Program ("Opt-in Program"), required tenants to apply for the program. Tenant enrolled in the Opt-in Program which allowed deferral of rental payments from March 2020 through December 2020, provided full payment was received by December 31, 2020 (Resolution 20-30). For tenants unable to meet the repayment deadline, the Port Commission approved a Repayment Plan Program which provided various repayment options through June 30, 2022 (Resolution 20-56). Tenant never made any payments under the Opt-In Program nor did it apply for the Repayment Plan Program and make payments.

Tenant also did not qualify for the programs that were established for rent forgiveness as those programs were limited to Percentage Rent, Maritime, registered LBEs, and Civic

Impact tenants. Tenant insists, however, that it has not been treated fairly and initially asked for a 37% reduction in the outstanding amount owed.

In 2021, due to Tenant's claim for relief because of pandemic-related financial losses, Port hired Seifel Consulting ("Seifel") to review Tenant's financial records. Seifel 's review found Tenant's revenues fluctuated between 40% and 65% of 2019 levels. Through federal/state COVID relief programs, Tenant and its affiliated companies received approximately \$8.4M in Paycheck Protection Program ("PPP") and Coronavirus Economic Relief for Transportation Services ("CERTS") loans. For the specific entity holding the agreements with Port, Seifel indicated Tenant received three federal loans totaling approximately \$7.8M, all of which have since been forgiven; Port staff was able to document \$5.4M in federal loans received by Tenant and relies on Seifel for the greater amount. Seifel concluded that Tenant had the resources to pay the outstanding balance owed to the Port. 1 It was recommended that a financial audit by a CPA be conducted to determine Tenant's financial position and how Tenant spent the loan funds, and why a reduction is needed given the extent of the loans and loan forgiveness.

Per Seifel Consulting, a follow-up meeting with Tenant to review tax returns, profit and loss statements, and other financial documents to support the need for rent relief and Tenant's ability to pay ongoing rent, the back rent and sprinkler installation was never held as Tenant failed to provide the documents requested.

PAYMENT DEFICIT ACCRUAL

Following the surrender of premises at 401 TFB, Tenant resumed payments for the remaining two agreements (Piers 50 and 96). Tenant is paying current rent at parameter for Pier 96; however, Tenant has only paid the pre-pandemic rental rate for Pier 50, therefore underpaying by more than \$60K per month. As a result, Tenant's payment delinquency to the Port has continued to increase, with finance charges accruing on the outstanding past-due amounts for all three agreements.

EARLY PROPOSALS

2022 SETTLEMENT NEGOTIATIONS

To address the outstanding balance, which at that time was approximately \$2.98 million, in May 2022 Port staff proposed a conceptual Settlement Agreement and Repayment Plan for the premises at Pier 50 which would require Tenant to pay \$1.8M over 60 months at \$30,000/month, towards the past-due rent owed to the Port. At the end of the 5-year period, Port would waive the remaining past-due rent and fees (approximately \$685K). The agreement would require Port Commission approval and was contingent on the Tenant resuming rental payments (\$161K for Pier 50 and \$4,800/month for Pier 96) starting June 1, 2022. Settlement Agreements were also proposed for 401 TFB and Pier 96, where

¹ It should be noted that with Port's forgiveness programs, government funded financial assistance for rent was deducted from any forgiveness provided by Port.

the Tenant would pay the past due rent and the Port would waive finance charges and late fees, totaling just under \$50K (\$25K per agreement).

On May 31, 2022, Tenant vacated and terminated its agreement at 401 TFB, but did not make payment on any of the past-due rent owed for any of the leases or the parking agreement.

In 2022 and 2023, Port staff provided various proposals which included modest rent increases as part of a new lease to help offset the cost of the sprinkler installation. Proposals also included a recommended rent credit to cover the cost of installation in consideration of the tenant's claims of financial hardship. Despite extensive efforts, negotiations were ultimately unproductive.

It also became unclear whether the proposed terms were viable, as they were below market value and would result in the tenant paying less than market rent throughout the lease term. In light of these challenges, Port staff sought direction from the Port Commission in calendar years 2022 and 2023 regarding price and terms for a potential settlement and new lease. The guidance provided by the Port Commission has since informed all subsequent discussions.

2024 TERMS UNDER DISCUSSION AND PORT'S PROPOSAL

Staff along with Port's Executive Director and Assistant Port Director met with Tenant in January, February, and May 2024, trying to come to terms on a recommendation for a reduced rent during the holdover period and a rent structure for a new lease. On June 11, 2024, Port Staff sought the Port Commission's direction on potential litigation action as staff has not been able to come to terms.

Payment of Back Rent for 401 TFB and Parking at Pier 96 - Port and Tenant generally agree on the outstanding rental amounts owed for 401 TFB and Pier 96, however, Tenant is contesting the finance charges which have accrued since 2020 and now total \$88K as of November 2024:

- <u>Tenant's Request</u>: Agrees to pay \$135,857 for Pier 96 and \$129,212 for 401 TFB with Port waiving all finance charges and late fees.
- <u>Port's Proposal</u>: Subject to acceptance of other settlement agreement terms, Port staff recommends accepting Tenant's request to pay a lumpsum amount of \$265,069 to resolve the outstanding balance.

Rent Forgiveness - Tenant was not eligible for forgiveness under any of the forgiveness programs approved by Port: LBE, Maritime, Civic Impact, and Percentage Rent. Tenant insists all Port tenants were given forgiveness and therefore is not being treated fairly. This simply is not true. Participation in the Port's rent forgiveness program (Resolution 20-41) was limited to (a) percentage rent tenants; (b) certain maritime tenants; (c) certified local business enterprise tenants and (d) civic impact tenants.

• Percentage rent tenant relief was up to 14 months starting in March 2020 provided said tenants paid percentage rent based on actual sales;

- Certain maritime tenants were provided rent forgiveness from March through August of 2020; and
- LBE and 501(c)(3) and artist tenants were provided rent forgiveness from March through May 2020.

The following table shows the amounts paid by a select percentage rent tenants participating in the Port's pandemic relief programs that Tenant indicated were provided large rent credits:

			Percentage	
Tenant	Lease No(s).	Base Rent	Rent Paid	Delta
Blue & Gold	L-9183	\$457,043	\$119,568	\$337,475
Boudin	L-13350	\$541,667	\$581,883	(\$40,216)
Imperial Parking	L-13441	\$345,576	\$190,747	\$154,829
Golden Gate Scenic	L-16547	\$598,752	\$165,525	\$433,227
Portco	L-9184/L-14564	\$169,145/	\$55,217/	\$113,928
		\$147,440	\$18,599	/\$128,841
Pier 23 Cafe	L-12275	\$241,380	\$100,807	\$140,573

- <u>Tenant's Request</u>: Rent relief in the amount of \$540,460, representing what Tenant states is in accordance with forgiveness Port provided other tenants.
- <u>Port Staff Proposal</u>: Potential relief of \$438,524, equal to 4.5 months of Base Rent in 2020 during COVID-19 as part of an overall settlement agreement.

Holdover/Past Due Rent for Pier 50 - The lease for Pier 50 expired in May 2022. Base Rent was increased to the then parameter rate of \$161,147/month upon lease expiration. The rent was increased again in June 2023 to \$170,365/month. Tenant has made payments based on the rate immediately prior to lease expiration resulting in a deficit of over \$60K per month.

 The Rent Proposals: As shown in the following table, Tenant has proposed the following rent schedule for rent during the COVID-19 Pandemic and holdover period.

The table also includes Port staff's proposed rent structure. The proposed rate is based on the leasing incentive program approved by the Port Commission under Resolution 23-36 but has been adjusted from 70/80/90 percent of parameter to 70/75/80 to accommodate the tenant's proposal for a more gradual increase.

	Tenant Rent	Parameter	Port Rent
Period	Proposal	Rent	Proposal
June 1, 2022 – May 31, 2023	\$104,700	\$161,147	\$110,109.03
June 1, 2023 – May 31, 2024	\$107,841	\$170,365	\$117,973.95
June 1, 2024 – May 31, 2025	\$110,108	\$175,476	\$125,838.88

To ensure that the Port has an expedited means to manage a default under a settlement agreement with Tenant, a critical component of the settlement is for a stipulated judgment to be filed with the San Francisco Superior Court, ready to enforce in the event of Tenant's

breach. This will shorten the time needed to have Tenant quit Port premises. Should Tenant default on any element of the settlement agreement and fail to cure its default within five (5) days of the Port serving it with written notice, the Port will have the power to enforce the stipulated judgment. A stipulated judgment would be filed with the court upon execution of the settlement agreement.

New Lease Term for Pier 50 Port staff has not been able to progress to a new lease as Tenant is not in Good Standing. Given Tenant's payment history, Port staff have proposed a maximum five-year lease subject to an agreement for repayment of past due rent and installation of a fire sprinkler system which is required for Tenant's operations in the shed due to changes to the fire code. The new lease would not be effective until the sprinkler work is completed therefore the monthly rent in the first year of a new lease is dependent on when Tenant completes the sprinkler work.

<u>The Rent Proposals</u>: As shown in the table below, Tenant has proposed the following rent structure for a new lease. The table also presents the parameter rent for the same period, assuming annual 3% increases, alongside the Port staff's proposed rent structure. The proposal follows a progression based on the leasing incentive program, with rent set at 90% of the parameter in year one, 100% in year two, and 3% annual increases thereafter:

	Tenant Rent	Parameter	Port Rent
Period	Proposal	Rent	Proposal
June 1, 2025-May 31, 2026	\$114,513	\$176,089	\$141,569
June 1, 2026-May 31, 2027	\$125,839	\$181,372	\$157,299
June 1, 2027-May 31, 2028	\$141,569	\$186,813	\$162,017
June 1, 2028-May 31, 2029	\$157,299	\$192,417	\$166,878
June 1, 2029-May 31, 2030	\$162,018	\$198,189	\$171,884

Sprinkler Installation - Pier 50 Shed C is an unsprinklered facility and Tenant's existing cannot be approved by the Fire Marshal under a new lease until a sprinkler system is installed. Tenant is willing to install a sprinkler system if Port provides a rent credit for the work:

- <u>Tenant's Proposal</u>: Tenant has agreed to install sprinklers at a cost of about \$1.8M with rent credits of \$1M in year one and \$250,000 per year in years 2 5 of the new lease.
- Port's Proposal: Port staff agreed with Tenant's proposal and initially proposed a rent credit, capped at \$2M spread over 5 years of a new lease for completion of the work (\$1M the first year and \$250K each succeeding year). However, due to the unresolved past due rent issues and to better protect Port's interests, Staff proposes applying 100% of the rent credit to the past due balance to reduce the outstanding receivable. This is similar to rent credits given to tenants for COVID relief which required the rent credits be applied to any amounts owed prior to the forgiveness period. This proposal has been discussed with Tenant and staff awaits Tenant's response. In either scenario, rent credits are only available after the work is complete.

STAFF ANALYSIS

The area around Pier 50 has changed significantly since Tenant first moved in, with developments like Mission Rock increasing foot and bike traffic. While Port staff has made efforts to retain Tenant, there remains a question of whether Pier 50 is an appropriate location for this type of use given the changing neighborhood. However, if Tenant remains, Port staff believes that the settlement structure Port staff has proposed, which would require the execution of a settlement agreement enforceable through a stipulated judgment filed with the San Francisco Superior Court in the event of a future breach, is in the Port's best interest.

Port staff believes the proposed settlement structure is advantageous to Port because it resolves the outstanding balances for the 401 TFB and Pier 96 leases and prioritizes repayment of past due rent for Pier 50 through a substantial upfront payment. Tenant will be required to complete the sprinkler installation within a timeframe not to exceed twelve (12) months, and rent credits for the sprinkler work, once completed, will be applied to reduce back rent for Pier 50.

In addition, a stipulated judgment reduces uncertainty and costs associated with litigation by expediting the Port's ability to recover the premises while preserving the Port's right to pursue any unpaid amounts excluded from the repayment plan.

Port staff believes the proposal described in this report to be in the best interest of Port as it relates to its management of its leasing portfolio.

Prepared by: Kimberley Beal, Assistant Deputy Director

Real Estate and Development

For: Scott Landsittel, Deputy Director

Real Estate and Development

Attachment: Outstanding Balance Detail as of 12/27/2024

ATTACHMENT

OUTSTANDING BALANCE DETAIL AS OF 12/27/2024

Data as of 1 <i>2/27/2</i> 4												
Customer	Cust ld	Agr# ▼	Contract#	Rev Type 💌	Sum of Line Amt	Sum of Payment	Sum of Adj	Sum of Late Fee	Sum of Line Total			
■ Bauer Intelligent Transportation, Inc.	■ 1000000791	■ 003178	■L-15004	CRNT	4,681,291.60	(30, 193.64)	(34,753.50)	1,157,157.33	5,773,501.79			
				PREP	256,477.61	(18,673.23)	(790.50)	74,562.85	311,576.73			
				MIST	29,849.31		(507.52)	10,399.40	39,741.19			
				PERM	1,376.00			422.74	1,798.74			
		003178 Total			4,968,994.52	(48,866.87)	(36,051.52)	1,242,542.32	6,126,618.45	Active Agreement	See Analysis	
		□ 003805	■ Parking Ag	r PSTL	126,750.00		(575.63)	45,722.85	171,897.22			
				SERV				575.63	575.63			
		003805 Total			126,750.00		(575.63)	46,298.48	172,472.85	Active Agreement	Increase from Fi	nance Charges
		■ 003831	■L-16206	CRNT	127,285.23		(6,024.46)	44,212.57	165,473.34			
		003831 Total			127,285.23		(6,024.46)	44,212.57	165,473.34	Terminated Agreement	Increase from Fi	nance Charges
Bauer Intelligent Transportation, Inc. Total					5,223,029.75	(48,866.87)	(42,651.61)	1,333,053.37	6,464,564.64			
Grand Total					5,223,029.75	(48,866.87)	(42,651.61)	1,333,053.37	6,464,564.64			

OUTSTANDING BALANCE DETAIL AS OF 12/27/2024

Data as of 12/27/24					
Customer	Contract#	Ţ	Acctg Dt 🖃	Invoice Numbe	Amount
■ Bauer Intelligent Transportation, Inc	. ■ L-16206		5/1/2020 5 √1/2020	■ 2009706	4,989.62
			6/1/2020	2010466	4,989.62
			7/1/2020	2100066	4,989.62
			■ 8/1/2020	2100854	4,989.62
			9/1/2020	2101730	4,989.62
			10/1/2020	■ 2102521	4,989.62
			11/1/2020	2103396	4,989.62
			12/1/2020	■ 2104482	4,989.62
			1/1/2021	■ 2105115	5,139.31
			2/1/2021	2105954	5,139.31
			3/1/2021	■ 2106715	5,139.31
			4/1/2021	2107755	5,139.31
			■ 5/1/2021	■ 2108332	5,139.31
			6/1/2021	2109172	5,139.31
			7/1/2021	■ 2200056	5, 139.31
			■8/1/2021	■ 2200829	5, 139.31
			9/1/2021	■ 2201625	5, 139.31
			10/1/2021	■ 2202481	5,139.31
			11/1/2021	■ 2203312	5,139.31
			12/1/2021	■ 2204267	5,139.3
			1/1/2022	2205179	5,139.31
			2/1/2022	2206023	5,139.31
			■ 3/1/2022	■ 2206975	5,139.31
			4/1/2022	■ 2207881	5,139.31
			5/1/2022 ■	■ 2208812	5,139.31
Bauer Intelligent Transportation, Inc. 1	otal				127,285.23
Credits Applied to Open Invoices*					(6,024.46
Finance Charges					44,212.57
Grand Total					165,473.34
*Payments and credits appear as sepa	 rate amounts until 1	the ir	nvoice has been f	ully paid.	
Payments are applied to the oldest out				,,	

OUTSTANDING BALANCE DETAIL AS OF 12/27/2024

Data as of 12/27/24						
Customer	Contract#	Ţ.	Acctg Dt	+1	Invoice Numbe	Amount
■ Bauer Intelligent Transportation, Inc.	■ Parking Agreeme	ent	■2/1/20 2	21	2106355	4,875.00
			■3/1/202	21	2107128	4,875.00
			= 4/1/202	21	210750 3	4,875.00
			■5/1/202	21	2108740	4,875.00
			■6/1/202	21	2109584	4,875.00
			■7/1/20 2	21	2200473	4,875.00
			■8/1/202	21	2201239	4,875.00
			■9/1/202	21	2202032	4,875.00
			= 10/1/202	21	2202893	4,875.00
			= 11/1/202	21	2203721	4,875.00
			12/1/202	21	■ 2204668	4,875.00
			1/1/202	22	■ 2205589	4,875.00
			= 2/1/202	22	2206425	4,875.00
			■3/1/202	22	2207379	4,875.00
			= 4/1/202	22	■ 2208290	4,875.00
			■5/1/20 2	22	2209220	4,875.00
			■6/1/202	22	■ 2210620	4,875.00
			■7/1/20 2	22	■ 2300464	4,875.00
			■8/1/202	22	2301233	4,875.00
			= 10/1/202	22	2303177	4,875.00
			= 11/1/202	22	■ 2304204	4,875.00
			12/1/202	22	2305181	4,875.00
			■ 1/1/202	23	■ 2306097	4,875.00
			= 2/1/202	23	■ 2306977	4,875.00
			■3/1/202	23	2307831	4,875.00
			= 4/1/202	23	■ 2309207	4,875.00
Bauer Intelligent Transportation, Inc. To	otal					126,750.00
Credits Applied to Open Invoices*						(575.63)
Finance Charges						46,298.48
Grand Total				1		172,472.85
*Payments and credits appear as separ	ate amounts until t	he in	voice has been f	ull	ly paid.	
Payments are applied to the oldest outs						

Customer	Contract [‡] -▼	Acete Dt	-1	Invoice Number	Amount
				■ 2104108	2.584.21
Bauer Intelligent Transportation, Inc.	□ L- 15004			= 2104108 = 2105030	1,393.96
				■ 2106575	1,320.17
				■ 2107380	513.85
				■ 210/380 ■ 2108167	
					528.67
				■ 2108930 ■ 2108937	665.21
				■ 2109007	688.00
				■ 2109087	694.22
				■ 210995 8	480.90
				2200689	578.96
				2202232	805.22
				2202363	1,328.85
				2203215	1,310.87
				2204163	1,644.97
				2205096	2,107.73
				2206664	1,240.08
				2206898	1,610.28
				■ 2207780	1,931.46
				□ 2209496	1,270.03
		■ 4/29/20	022	2209575	688.00
		5/11/20	022	2209693	119,048.56
		5/20/20	022	2209802	909.75
		■ 7/15/20	022	2300729	3,380.41
		■9/1/2	022	2301805	145,779.15
		■ 9/26/20	022	2303421	936.54
		■ 10/1/2 0	022	= 2302760	161,174.35
		■ 11/1/2 (022	2303785	161,174.35
		■ 12/1/2 (022	2304766	161,174.35
		■ 1/1/20	023	2305678	161,174.35
		■2/1/2	023	2306560	161,174.35
		2/15/2	023	2307332	137,429.05
		■3/1/2 (023	2307414	161,174.35
		■4/1/2 (023	■ 2308730	161,174.35
		■5/1/2 0	023	2309657	170,364.60
		■6/1/2 0	023	■ 2310590	170,364.60
		■7/1/2	023	= 2400058	170,364.60
		-8/1/20	023	2400864	170,364.60
		■9/1/2 (023	2401795	170,364.60
		■ 10/1/2 (023	2402878	170,364.60
		■ 11/1/2	023	2403728	170,364.60
		■ 12/1/20	023	2404657	170,364.60
		■1/1/2	024	2405521	170,364.60
				2406510	170,364.60
				■ 2407394	170,364.60
				■ 2408197	170,364.60
				■ 2409046	170,364.60
				□ 2409966	170,364.60
				■ 250005 2	170,364.60
				■ 2500827	170,364.60
				■ 2501669	170,364.60
				■ 2502567	170,364.60
				■ 2503549	170,364.60
				■ 2504490	170,364.60
				■ 2505946	-
Pauce letalliseet Tecesee deties ! T	ntal	= 12/2/12	uz4	- <u>2</u> 00310	2,612.97
Bauer Intelligent Transportation, Inc. Te	Juat				4,968,994.52
Partial Payments to Open Invoices*					(48,866.87
Credits Applied to Open Invoices*					(36,051.52
Finance Charges					1,242,542.32 6,126,618.45
Grand Total					

^{*}Payments and credits appear as separate amounts until the invoice has been fully paid.
Payments are applied to the oldest outstanding invoice.