

LEASE AGREEMENT
BY AND BETWEEN
BRISTOL WORKS!, LLC
AND
THE TOWN OF BRISTOL

This lease agreement (the "Lease") is made and entered into this 16th day of August, 2013 by and between the **BRISTOL WORKS!, LLC**, a Limited Liability Company organized under the laws of the State of Vermont, having its principal office located at 72 Munsill Avenue, Building 6, Suite 600, Bristol, Vermont 05443 (hereinafter "Landlord") and the **TOWN OF BRISTOL**, a Vermont Municipal Corporation, having its principal office located in Bristol, Vermont (hereinafter "Lessee").

WITNESSETH:

In consideration of the rent to be paid and the terms, conditions and mutual covenants set forth in this Lease, the parties hereto agree as follows:

1. **Premises.** Landlord does hereby rent and lease to Lessee and Lessee does hereby rent and lease from Landlord, the premises depicted on Exhibit A attached hereto and made a part hereof. The Lessee shall lease and occupy Two Thousand Two Hundred Fifty (2,250) gross rentable square feet (the "Leased Premises"), located in the southeasterly corner of Building 6 of the Bristol Works!, LLC Campus in Bristol Vermont (the "Entire Premises"). Lessee, its employees, agents, invitees, and customers, shall also have the non-exclusive right to use the parking spaces and driveways adjoining the Entire Premises.

2. **Lease Term.** The term of this Lease shall commence on October 1, 2013. From the date of commencement, this Lease shall continue for Ten (10) years or until termination for default in accordance with Paragraph 17 hereof.

3. **Use.** Lessee may use the Leased Premises to house its Police Department and all activities incidental or related thereto, so long as Lessee obtains and maintains all necessary approvals, licenses and permits for such operations.

4. **Rent, Additional Rent, Deposits.** *Space Rent* and *Occupancy Rent* shall be paid by Lessee to Lessor. *Space Rent* shall be the rental paid for the space based on a "per square foot" amount as described below. *Occupancy Rent* (where applicable) shall include a "Triple Net" amount and, if applicable, a "Common Area Maintenance" (CAM) amount as described below and as depicted on Exhibit B attached hereto. Except as herein otherwise expressly provided, Lessee shall pay the Landlord, without offset, set-off or deduction for any reason, rent for the Leased Premises during the Term as follows:

A. **Space Rent.** Subject to Paragraph 33 herein, Lessee shall pay "Space Rent" as follows:

- i. For the period October 1, 2013 through September 30, 2014 the Space

Rent shall be calculated at the annual rental of Eleven Dollars and Fifty Cents (\$11.50) per square foot, for a total annual rental amount of Twenty Five Thousand Eight Hundred Seventy-Five (\$25,875.00) Dollars; and

- ii. For the period October 1, 2014 through September 30, 2015 the Space Rent shall be calculated at the annual rental of Twelve Dollars and Fifty Cents (\$12.50) per square foot, for a total annual rental amount of Twenty Eight Thousand One Hundred Twenty-Five (\$28,125.00) Dollars; and
- iii. For the period October 1, 2015 through September 30, 2016 the Space Rent shall be calculated at the annual rental of Thirteen Dollars and Fifty Cents (\$13.50) per square foot, for a total annual rental amount of Thirty Thousand Three Hundred Seventy-Five (\$30,375.00) Dollars; and
- iv. For the period October 1, 2016 through September 30, 2023 the Space Rent shall be calculated at the annual rental of Fourteen Dollars and Fifty Cents (\$14.50) per square foot, for a total annual rental amount of Thirty Two Thousand Six Hundred Twenty-Five (\$32,625.00) Dollars which shall be adjusted pursuant to Section B of this Paragraph 4.

The Space Rent per square foot amounts provided for in this Paragraph 4.A(i) – (iv) are based upon the assumption that Landlord has been approved for and will receive a Town of Bristol Revolving Loan Fund loan in the amount of Two Hundred Fifty Thousand (\$250,000.00) from the Town of Bristol to undertake the fit-up necessary for Lessee to occupy the Leased Premises. The parties understand that the Landlord has submitted an application and that the Revolving Loan Fund Committee has rendered an independent decision to grant the loan request. In the event Landlord is required to obtain funding from another source, the Space Rent per square foot amounts will increase in an amount equal to the increased cost of money required to complete the fit-up work.

In addition to the Space Rent per square-foot amounts provided for in this Paragraph 4.A(i)-(iv), Lessee shall also pay as Space Rent an amount equal to the monthly interest payments on any loan obtained by Landlord to complete the fit-up work for the duration of said loan in the amounts established in the Loan Documents, which will be incorporated by reference herein and made a part hereof upon the loan's closing. The amount to be added to the Space Rent as a result of interest payments on Landlord's fit-up loan shall not be tied to or increased as a result of the increased Space Rent amount calculated pursuant to Paragraph 4.B below, but to Landlord's increased cost of money solely as a result of Landlord's interest payments on Landlord's fit-up loan, during the term of this lease and any renewal.

B. Space Rent shall be payable in equal installments in advance on the first day of each month for that month's rental, during the term of this Lease. Commencing and

effective on October 1, 2017 and on each October 1 thereafter (hereinafter the "Change Date") during the term of this Lease and any renewal, the annual Space Rent payable by Lessee shall be increased. The increased amount shall be determined by multiplying the prior year's Space Rent by the most recent annual consumer price index unadjusted annual percent change figure, published prior to the date of the adjustment, and adding the product thereof to the prior year's Space Rent. The Space Rent will never be increased on any single Change Date by more than three percentage points (3%). As used herein, the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (CPI-U) All Items, or the successor to that Index. Should Lessor lack sufficient data to make the proper determination on the date of any adjustment, Lessee shall continue to pay the monthly rent in the amount due immediately prior to the adjustment date. As soon as Lessor obtains the necessary data, it shall determine the rent payable from and after such adjustment date and notify Lessee of the adjustment in writing. Should the monthly Space Rent for the period following the adjustment date exceed the amount previously paid by Lessee for that period, Lessee shall pay the difference to Lessor within 30 days of notice of adjustment. If the aforesaid Consumer Price Index is not in existence at any time required for the above calculation, the parties shall use such equivalent price index as is published by any successor governmental agency as may then be publishing such an equivalent price index. In no event shall the Space Rent ever be lower than the most recently established Space Rent figure of the previous year.

C. **Occupancy Rent.** Lessee shall pay "Occupancy Rent" as set forth below:

(1) Occupancy Rent shall be determined in the following manner:

(a) **Triple Net Amount** - shall include building casualty insurance, liability insurance, real property taxes, and maintenance allocated on the Space Rent square foot basis;

Landlord shall, upon request, provide Lessee documentation of its actual costs for such items.

(2) Occupancy Rent shall be paid in the following manner:

(a) For the lease year beginning October 1, 2013, or such later date as may be required for Substantial Completion of the Fit Up, as provided for in Paragraph 33 herein, and each lease year thereafter, Occupancy Rent in an amount equal to the expected current year's Occupancy Rent calculated as depicted on Exhibit B attached hereto, shall be payable in equal monthly installments on the first day of each month.

(b) On or before September 1, 2014 and each year thereafter, Landlord shall determine the actual Occupancy Rent for the lease period which ended on the preceding August 31. Any overpayment due Lessee shall be applied against Lessee's next Occupancy Rent payment and any underpayment shall be added to Lessee's next Occupancy Rent payment.

If a lease year of this Lease does not begin on September 1 or end on August 31, the Space Rent and Occupancy Rent for that partial year shall be prorated on a per diem basis.

D. **Electric and Other Utility Charges.** Lessee shall timely pay all bills for all telephone/television/internet or electronic communication charges, of whatever type, serving the Leased Premises directly to the company providing such service. Lessee shall pay any penalties assessed for late payment of such bills and shall reimburse Landlord for any bills Landlord may pay due to Lessee's failure to do so. Lessee shall reimburse Landlord for Lessee's metered usage for electricity, water, and propane on a quarterly basis.

E. **Additional Sums or Charges.** Except as herein otherwise expressly provided, Lessee further agrees to pay all sums of money or charges of whatsoever nature required to be paid by Lessee to Landlord pursuant to the provisions of the this Lease, whether or not the same are designated as additional sums or charges, such sums or charges shall be paid on the next rent payment date following written notification of such sums or charges.

F. **Rent Payment Date.** Space Rent and Occupancy Rent shall be payable in equal installments in advance on the first day of each month for that month's rental during the term of this Lease. The parties stipulate that time is of the essence concerning payment of the rent in full on the day due and that any delay in such payment may be cause for an event of default in accordance with Paragraph 17 hereof.

G. **Right of Set-Off.** If at any time during the term of this Lease Landlord is delinquent making payments on a loan or loans owed to Lessee, the Lessee shall have the right of set-off. This right shall include, but not be limited to, the Lessee at Lessee's option withholding, for the purposes of set-off, any moneys due to the Landlord or its successors or assigns under this Agreement, up to any amounts due and owing from Landlord to the Lessee for an outstanding loan or loans. Lessee's right to set-off shall continue notwithstanding Landlord's default and shall be binding on the Landlord and any successor landlord until Lessee has recovered any and all amounts due and owing from Landlord or its successors and assigns to the Lessee in full. Except for Lessee's costs and expenses related to alteration and maintenance of the Leased Premises as provided in Paragraphs 7 and 8 below, if at any time during the term of this Lease Lessee is delinquent making payments or has defaulted under the terms of this Lease, the Landlord shall have the right of set-off. Except for Lessee's costs and expenses related to alteration and maintenance of the Leased Premises as provided in Paragraphs 7 and 8 below, this right shall include, but not be limited to, the Landlord at Landlord's option withholding, for the purposes of set-off, any moneys due to the Lessee or its successors or assigns under a Town of Bristol Revolving Loan Fund loan, up to any amounts due and owing from Lessee to the Landlord for any outstanding Space Rent, Occupancy Rent, or other amounts owed under the Lease. Landlord's right to set-off shall continue notwithstanding Lessee's default and shall be binding on the Lessee until Landlord has recovered any and all amounts due and owing from Lessee or its successors and assigns to the Landlord in full.

H. **Security and Damage Deposit.** Landlord hereby acknowledges receipt of a damage/security deposit from Lessee in the amount of Three Thousand (\$3,000.00) which sum shall be returned to Lessee within thirty (30) days of Lessee's

vacating the Premises if the Lessee is not then in default under the Lease. As provided in Paragraph 6B hereof, upon expiration or termination of this Lease, Lessee shall leave the Leased Premises in "broom clean" condition and in the same condition as when accepted (except as provided in Section 6 below) reasonable wear and tear, eminent domain and casualties, and the elements excepted, and if the Premises are not in such condition, charges for damages or cleaning may be withheld from such deposit upon completion of such repairs or cleaning or upon obtaining an estimate of the cost of such repairs or cleaning, whichever shall first occur. Should the charges or cost of repairs or cleaning exceed the Lessee's security deposit, Lessee agrees to pay all excess amounts reasonably incurred for such repairs or cleaning.

5. Place of Payment, Form of Payment, Past Due Rent and Returned Checks.

Except as herein otherwise expressly provided, Lessee shall, without offset, set-off, or deduction for any reason, pay rents to Landlord on or before the day due at its offices located at 72 Munsill Avenue, Building 6, Suite 600, Bristol, Vermont 05443 or at such other place as Landlord shall designate in writing to the Lessee. The "due day" for the Rent shall be the first day of each month for that month's rent unless such day falls on a Saturday, Sunday, or legal federal holiday in which event the "due day" for the Rent shall be the next succeeding business day. Payment of rent shall be in U.S. Dollars, in cash or by local check. If Lessee shall fail to pay any rent due hereunder within ten (10) days after Lessee shall have received written notice of such failure, such unpaid amounts shall bear interest at a rate of one and one-half percent (1 1/2%) per month.

6. Acceptance of Leased Premises.

A. Prior to occupancy, Lessee and its agents shall have the opportunity to inspect the Leased Premises to ensure that the Fit-Up has been completed as described in Paragraph 33. Except for any items set forth on a written detailed, "punch list" of excepted items delivered to Landlord as of the commencement of this Lease or any latent defects in the Lessee's Fit-Up described in Paragraph 33 below, Lessee's acceptance of possession of the Leased Premises is conclusive evidence of: a) receipt of the Leased Premises in the condition suitable for the use intended by the Lessee; and b) the leased or leaseable area of the Leased Premises being adequate for the use intended by the Lessee.

B. Except as provided in Paragraph 7, upon termination or expiration of this Lease, Lessee shall leave the Leased Premises "broom clean" and in the same condition as of the commencement of this Lease, reasonable wear and tear, the elements, eminent domain and casualties excepted.

7. Alterations.

A. Lessee shall not make any alterations to the Leased Premises without the express prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord's consent is obtained, any alterations, and the maintenance, repair or replacement thereof, shall be at Lessee's expense and such alteration shall comply with all applicable rules, regulations, laws, or order of any governmental authority, or any rules or conditions established by Landlord or Landlord's insurance carriers.

Lessee shall obtain all necessary inspections and permits prior to occupying the altered premises, at Lessee's expense. Lessee shall make or pay for any repairs or replacements caused for any reason whatsoever because of any alterations made by Lessee. If Landlord's consent for any alteration is obtained, Landlord, in its sole discretion, may require Lessee upon termination of this Lease, to return the Leased Premises to its original condition and any costs thereof shall be at Lessee's expense.

B. Any damage done to the Leased Premises caused by removal of Lessee's fixtures, furniture, machinery and equipment shall be repaired by Lessee at Lessee's sole cost and expense. Any trade fixtures, furniture, machinery and equipment installed during the term of this Lease or prior to the commencement hereof by and at the expense of Lessee shall remain the sole property of Lessee and may be removed by Lessee, provided that any damage to the Leased Premises (normal wear and tear excepted) is fully repaired upon termination of this Lease. All other property permanently attached or built upon the Leased Premises shall be and become the property of Landlord and shall remain the property of Landlord at the termination, forfeiture, or surrender of this Lease.

8. **Care of Leased Premises.**

A. During the term of this Lease, Landlord shall maintain the structural elements, including roof, window integrity, plumbing, heating, ventilation and air conditioning, but not including non-bearing walls, on the Entire Premises and Leased Premises, in a reasonable state of repair and maintenance. Landlord shall be responsible for maintenance and repairs of driveways, parking areas, and common stairways, elevators and entrances. Landlord is responsible for all snow plowing of the entire parking area, walkways and stairs and for keeping the entire parking area, walkways and stairs free and clear of all ice.

B. Landlord shall provide trash removal for the common areas. Lessee shall be responsible for Lessee's trash removal. Landlord shall provide common area supplies including paper goods and cleaning supplies.

C. Lessee agrees to maintain a minimum temperature of at least 40 degrees Fahrenheit within the Leased Premises at all times of Lessee's occupancy of the Leased Premises in order to ensure that the mechanical systems servicing the Leased Premises and other portions of the Entire Premises are functioning properly. The Lessee hereby covenants and agrees to be responsible during the term of this Lease for any and all repairs caused by Lessee's failure to properly maintain the temperature in Leased Premises as set forth in this Paragraph 8.C.

D. Lessee shall, within a reasonable time of discovery, report in writing to Landlord any defective conditions in the Leased Premises known to it which the Landlord may be required to repair and the failure to so report shall make the Lessee responsible for the foreseeable damages resulting from such defective condition.

E. In the event that Lessee is responsible for any defective condition known to it which the Lessee may be required to repair, the Lessee shall diligently undertake

to repair the same. If the Lessee does not so repair, the Landlord may at its option, undertake said repairs and the charges and costs of such repair shall be paid by Lessee in accordance with Paragraph 4.D.

F. If Landlord is in default of any of its obligations of repair or maintenance under this Lease, Lessee shall have the right to give Landlord thirty (30) days written notice of Lessee's intention of making the repairs or required maintenance, and if Landlord fails to effect the required maintenance or repair within the said thirty (30) days (unless delayed by causes beyond the control of Landlord), Lessee may contract, pay for and perform said repairs or maintenance, which shall be done in a good and workmanlike manner, and submit the bill for said repairs or maintenance to Landlord for reimbursement, which Landlord shall pay within thirty (30) days of Landlord's receipt. Lessee shall not have the right to deduct the cost of repairs and maintenance from any rental due under this Lease. If the Landlord's failure to repair or maintain causes an emergency situation in the Leased Premises which threatens the health or safety of Lessee's occupants or the public, or an immediate threat to the property of Lessee, Lessee shall give reasonable notice to Landlord before performing any repairs or maintenance itself.

9. **Mechanic's and Materialmen's Lien.** Lessee shall keep the fee estate of the Leased Premises and Entire Premises free and clear from all mechanic's and materialmen's liens and other liens for labor done, services performed, materials contributed, used or furnished in or about the Leased Premises, for or in connection with any operation of Lessee, or any alteration, improvement, repair or addition which Lessee may make or permit or cause to be made on or about the Leased Premises. If such a lien is filed against the fee estate of Landlord, Lessee shall, upon Landlord's demand, escrow suitable money or provide other means of surety sufficient to obtain the discharge of said lien within thirty (30) days of its receipt of such demand.

10. **Casualty Insurance and Damage to Premises.**

A. Landlord will insure the Leased Premises against loss by fire, vandalism and other casualty, in the amount of the full replacement value of the Entire Premises, as the value may exist from time to time. Landlord shall maintain contractual and comprehensive general liability insurance, including public liability and property damage, with a minimum combined single limit of liability of One Million Dollars (\$1,000,000.00) per occurrence for personal injuries or death of persons occurring in or about the Leased Premises or the Entire Premises. If the Town of Bristol approves Landlord's application for a loan from the Town of Bristol Revolving Loan Fund as provided for in Paragraph 4 herein, during the term of the Loan, Landlord shall name Lessee as an additional insured on the insurance policy insuring against loss by fire, vandalism and other casualty. Lessee shall be responsible for maintaining any and all insurance upon Lessee's contents in the premises of whatever nature and whatever situation, and Landlord shall not be held responsible for any damage thereto or loss or theft thereof.

B. In the event that the Leased Premise shall be destroyed or damaged by fire, lightning, flood, tempest or any similar peril, the following terms and conditions shall apply:

- (1) If the damage or destruction is such that the Leased Premises are

rendered wholly unfit for Lessee's use and/or occupancy or it is impossible or unsafe to use and occupy them and the Landlord reasonably is of the opinion that the damage or destruction cannot be repaired with reasonable diligence within one hundred and eighty (180) days from the occurrence of such damage or destruction, then either Landlord or Lessee may, within five (5) days of the giving of Landlord's written opinion, terminate this Lease by giving notice in writing of such termination, in which event the term of this Lease shall cease and be at an end as of the date of such destruction or damage and the rent and all other payments for which Lessee is liable under the terms of this Lease shall be apportioned and paid in full to the date of such destruction or damage. In the event that neither Landlord nor Lessee terminate this Lease, Landlord shall diligently repair or rebuild the premises and rent shall abate from the date of such destruction or damage until the damage shall be made good to the extent of enabling Lessee to use and occupy the premises for the purposes specified in the Lease.

(2) If the damage or destruction is such that the Leased Premises are rendered wholly unfit for Lessee's use, and/or occupancy or it is impossible or unsafe to use or occupy them, but the Landlord reasonably is of the opinion that the damage or destruction can be repaired with reasonable diligence within one hundred and eighty (180) days of the occurrence of such damage or destruction, then Landlord shall diligently pursue such repairs or rebuilding and rent shall abate from the date of the happening of such damage or destruction until the damage shall be made good to the extent of enabling Lessee to use and occupy the Leased Premises for the purposes specified in the Lease.

(3) If the damage or destruction is such that the Leased Premises are capable of being used partially for the purposes for which leased, Lessee shall not have any right to surrender possession of the Leased Premise, terminate this Lease or violate any of its provisions. Until the damage or destruction has been repaired, which repairs shall be made within ninety (90) days if reasonably practical, the rent shall abate in proportion to that part of the Leased Premises which is rendered unfit for occupancy bears to the whole of the Leased Premises from the date of such damage or destruction until the date of completion of the repair.

11. **Insurance.**

A. Lessee agrees to maintain throughout the term of this Lease, at Lessee's cost, a policy or policies of general liability insurance, naming as additional covered parties both Landlord and Lessee against all claims or demands for personal injuries to or death of any person and damage to or destruction or loss of property, except for claims, demands or damages resulting from the intentional or negligent acts or omissions of the Landlord or its agents, which may have or be claimed to have occurred in or about the Leased Premises, in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) aggregate. Upon Landlord's request, Lessee shall deliver to Landlord a certificate of such insurance coverage by the first day of

each Lease Year and shall provide a new certificate at the beginning of each Lease Year thereafter.

B. Lessee shall comply with the rules and requirements of all insurance companies having policies of any kind whatsoever in effect covering the Leased Premises, provided that Landlord has given Lessee no less than thirty (30) days prior written notice and provided further that such policies are consistent with Lessee's use of the Leased Premises as a police station.

C. Lessee shall not do or commit any act upon the Leased Premises or bring into or keep upon the Leased Premises any article which will affect the fire risk or increase the rate of fire insurance or other insurance on the Building. In no event shall any inflammable materials or any explosives unrelated to Lessee's use of the Leased Premises as a police station be taken into the Leased Premises and retained therein. Should the rate of any type of insurance on Landlord's premises be increased by reason of this Lease or by the use made of the Leased Premises by Lessee, Landlord, in addition to all other remedies, may pay the amount of such increase and the amount so paid shall be paid by Lessee in accordance with Paragraph 4.D

12. **Force Majeure.** Neither Landlord nor Lessee shall be liable for failure to perform any of their obligations hereunder, or for damage or loss to the other party if such failure, damage or loss is caused by Acts of God or of the State, floods, war, disaster, riots, strikes, lockouts, force majeure, or any similar circumstances or other emergency or cause beyond the reasonable control of either party.

A. Lessee hereby agrees to indemnify, defend, protect, and hold harmless Landlord and its shareholders, officers, directors, agents, property managers, employees, and contractors from and against all Lessee Claims (as defined below) and all costs, expenses, and reasonable attorneys' fees incurred in the defense or handling of any such Lessee Claims or any action or proceeding brought on any of such Lessee Claims. For purposes of this Lease, the term "Lessee Claims" shall mean all liabilities, damages, losses, costs, expenses, reasonable attorneys' fees, and claims (except to the extent they result from Landlord's grossly negligent acts or willful misconduct) arising from or which seek to impose liability under or because of (i) Lessee's or Lessee's Invitees' use of the Leased Premises or the Entire Premises, (ii) the conduct of Lessee's business, (iii) any activity, work, or things done, permitted, or suffered by Lessee or any of Lessee's Invitees in or about the Leased Premises or elsewhere, (iv) any breach or default in the performance of any obligation to be performed by Lessee under this Lease, and (v) any negligence of Lessee or any of Lessee's Invitees. If any action or proceeding is brought against Landlord or its shareholders, officers, directors, agents, property managers, employees, or contractors by reason of any such Lessee Claims, Lessee upon notice from Landlord shall defend such action or proceeding at Lessee's sole cost by legal counsel satisfactory to Landlord.

B. Landlord hereby agrees to indemnify, defend, protect and hold harmless Lessee and its elected and appointed officials, board members, representatives, attorneys, superintendents, officers, directors, agents, property managers, employees, and contractors from and against all Landlord Claims (as defined below) and all costs, expenses, and

reasonable attorneys' fees incurred in the defense or handling of any such Landlord Claims or any action or proceeding brought on any of such Landlord Claims. For purposes of this Lease, the term "Landlord Claims" shall mean all liabilities, damages, losses, costs, expenses, reasonable attorneys' fees, and claims (except to the extent they result from Lessee's grossly negligent acts or willful misconduct) arising from or which seek to impose liability under or because of (i) Landlord's or Landlord's Invitees' use of the Leased Premises or the Entire Premises, (ii) the conduct of Landlord's business, (iii) any activity, work, or things done, permitted, or suffered by Landlord or any of Landlord's Invitees in or about the Leased Premises or elsewhere, (iv) any breach or default in the performance of any obligation to be performed by Landlord under this Lease, and (v) any negligence of Landlord or any of Landlord's Invitees. If any action or proceeding is brought against Lessee or its elected and appointed officials, board members, representatives, attorneys, superintendents, officers, directors, agents, property managers, employees, or contractors by reason of any such Landlord Claims, Landlord upon notice from Lessee shall defend such action or proceeding at Landlord's sole cost by legal counsel satisfactory to Lessee.

13. **(Reserved)**

14. **Inspection.** Lessee agrees that Landlord and its agents and other representatives shall have the right to enter into and upon the Leased Premises, or any part thereof, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation or the repair of any part of portion of the building of which the Leased Premises are a part, provided that Landlord gives at least twenty-four hours notice in advance of its intent to enter the Leased Premises and the reason therefor, or in the event of an emergency, as much reasonable notice as practicable under the circumstances, and provided that Lessee, its employees or agents, accompany Landlord while on the Premises. At any time within six (6) months prior to the expiration of this Lease or upon termination for default, Lessee will permit Landlord, upon reasonable notice and at all reasonable hours, to show the Leased Premises to prospective lessees. Lessee may not install new locks upon the Leased Premises without prior written consent of Landlord.

15. **Assignment and Subleasing.** Lessee shall not assign, mortgage, pledge or encumber this Lease or the Leased Premises, or sublet the whole or any part of the Leased Premises without Landlord's prior written consent which consent shall not be unreasonably withheld. Consent to one assignment or sublease shall not destroy or waive this provision. Lessee shall pay to Landlord, in accordance with Paragraph 4.D, all reasonable legal and other expenses incurred by Landlord in connection with any request by Lessee for consent to assignment or subletting.

16. **Accord and Satisfaction.** Except as herein otherwise expressly provided, no payment by Lessee or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than a partial payment of the stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

17. **Default.**

A. In the event that Lessee should fail to pay Landlord the rent due and payable hereunder within ten (10) days after Lessee shall have received written notice of such failure, or in the event that Lessee should violate or fail to perform any other condition of this Lease and if that violation or failure should continue for a period of thirty (30) days after written notice has been given to Lessee by Landlord or such violation or failure, then, in such event, this Lease, at the option of Landlord, shall cease and terminate immediately.

B. For purposes of this Lease, "default" shall be deemed to have occurred immediately upon Lessee's violation of, or failure to perform, any condition of the Lease. The thirty (30) day period following the notice of default is intended as, and shall only be construed as, a period during which Lessee may cure the default and thereby deprive Landlord of its right to terminate this Lease or to immediately retake possession of the Premises.

C. In the event of a default which remains uncured during the thirty (30) day period set forth in Subparagraph 17A, above, Lessee agrees that Landlord may immediately retake complete possession and control of the Premises; provided, however, that the Landlord shall use reasonable efforts to re-let the Leased Premises or any part thereof for such term or terms which may be for a term extending beyond the term of this Lease, and at such rental and upon such other terms and conditions as the Landlord reasonably deems advisable. Upon such re-letting, all rental thereby received by Landlord shall be applied as follows: first, to the payment of any reasonable costs and expenses of such re-letting, including reasonable and customary brokerage fees and attorneys' fees, and costs of any such alterations and repairs as the Landlord may make to facilitate such re-rental; second, to the payment of any Space Rent, or Occupancy Rent or other amounts due hereunder from Lessee to Landlord; and, third, the residue, if any, shall be held by the Landlord and applied in payment of future rent as the same may become due and payable hereunder.

D. Lessee agrees that in the event the Landlord should be required to expend any sums of money in connection with its retaking of the Premises, whether in the nature of reasonable attorneys' fees, storage fees, sheriffs' fees, court costs, and/or any other costs whatsoever, that the same may be charged to Lessee either against the prepaid last month's rent, or in the form of a separate and independent cause of action, or both.

E. In the event that Landlord defaults in any of its obligations under this Lease, Lessee shall notify Landlord, in writing, of such default and Landlord shall have a period of thirty (30) days to cure such default or make a good faith effort to commence to cure a default which cannot be cured within thirty (30) days. If Landlord fails to cure or to commence a cure of such default, Lessee may terminate this Lease by written notice to Landlord, such notice to be effective only after Landlord has received written notice of default and the time to cure the default as set forth above.

18. **Holding-Over.** If Lessee remains in possession of the Leased Premises or any part thereof after expiration of the term hereof or after the termination of the Lease for default,

no renewal or extension of this Lease shall result therefrom unless Landlord agrees in writing to such possession and Landlord and Lessee agree in writing to the terms and conditions of such renewal or extension. If Landlord shall not consent to Lessee remaining in possession of the Leased Premises or any part thereof after the expiration of the term hereof or after the termination of the Lease for default or if Landlord and Lessee cannot agree in writing to the terms and conditions of renewal or extension, then Lessee shall be a lessee at will for the period from the date of expiration of the term or the termination of the Lease for default until the day Lessee surrenders possession of the Leased Premises and Lessee hereby agrees that such tenancy at will shall be upon all the same terms, conditions, and covenants of this Lease, except that the rents in effect immediately before expiration of the term of the Lease or immediately before the termination of the Lease for default shall be increased by twenty percent (20%).

19. **Signs, Awning and Canopies.** Lessee will not place or suffer to be placed or maintained on any door, wall or window of the Leased Premises anything of any kind which is visible from the exterior, including but not limited to any air conditioner, fan, sign, awning or canopy, or any decoration, lettering or advertising matter not now placed on the Leased Premises, without first obtaining Landlord's express written consent which consent shall not be unreasonably withheld. If Landlord's consent is obtained, Lessee agrees to maintain such item, as may be approved, in good condition and repair at all times.

20. **Waste or Nuisance.** Lessee shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing, specifically including the making of any noise or vibration unrelated to Lessee's use of the Leased Premises as a police station, which may disturb the quiet enjoyment of any other occupant in the Entire Premises. Further, except for activities related to Lessee's use of the Leased Premises as a police station, Lessee shall in no manner create any nuisance or trespass, nor take any action which will vitiate the insurance or increase the rate of insurance on the Entire Premises.

21. **Quiet Enjoyment.** Landlord covenants and agrees with Lessee that upon payment by the Lessee of the rents herein provided for, and upon the observance and performance of all of the agreements, covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises twenty-four hours a day, seven days a week, fifty-two weeks per year for the lease term without hindrance or interruption by Landlord or Landlord's agents, or anyone claiming contrary to Landlord, subject, nevertheless, to the terms and conditions of this Lease and mortgages, leases and other matters to which this Lease is subordinate.

22. **Governmental Regulations.**

A. With respect to its use of the Leased Premises, Lessee, at Lessee's sole cost and expense, shall comply with all requirements of all town, county, municipal, state, federal or other applicable governmental authorities, now in force, or which may hereafter be at any time during the term of this Lease. If the use of the Leased Premises should become prohibited, limited or restricted by any law, rule, regulation or ordinance, the Lessee may, at its option, terminate the Lease by giving Landlord at least thirty (30) days notice in writing of its election to do so, provided, however, Lessee has not done or caused to be done anything

prohibited by this Lease which would contribute to or cause such prohibition, limitation or restriction.

B. Landlord has no knowledge of any violation of any permit or approval previously granted in connection with the use or occupancy of the Entire Premises. Any future changes, additions or improvements to the Entire Premises by Landlord shall be performed in conformance with all applicable rules, ordinances and regulations. Landlord warrants and represents that to the best of Landlord's knowledge that the common areas of the Entire Premises are in compliance with the requirements of Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. ("ADA"). Landlord further covenants and agrees that any alterations, modification, fit-up or construction performed by Landlord to the common areas located thereon shall be performed in compliance with the ADA.

23. **Successor and Assigns.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Landlord in writing as provided in Paragraph 15 hereof.

24. **Waiver.** The waiver by either party of any breach by the other party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition. No covenant, term or condition of this Lease shall be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

25. **Entire Agreement.** This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Lessee concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, oral or written, between them other than as herein set forth. Except as herein otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Lessee unless reduced in writing and signed by the party against whom such alteration, amendment, change or addition is to be enforced.

26. **RESERVED.**

27. **Captions, Headings.** The captions, section numbers and headings appearing in this Lease are inserted only as a matter of convenience, and in no way define, limit, construe or describe the scope or intent of such sections or articles, nor in any way affect this Lease.

28. **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this

Lease shall be valid and be enforced to the fullest extent permitted by law.

29. **Recording.** Landlord shall record a Memorandum of Lease with respect to this Lease in the Town of Bristol Land Records.

30. **Applicable Law.** This Lease shall be construed in accordance with the laws of the State of Vermont.

31. **Condemnation or Eminent Domain.**

A. If, at any time during this Lease, title to a substantial portion (defined as the untaken part being insufficient for economic or feasible operation by Lessee, as reasonably determined by Lessee) of the Leased Premises shall be taken by exercise of the right to condemnation or eminent domain or by agreement between Landlord and those authorized to exercise such right (all such proceedings being collectively referred to herein as a "taking"), this Lease shall terminate and expire on the date of such taking and when possession of the whole or any part of the Leased Premises shall be taken thereunder, the rent shall be apportioned and paid to the date of such possession. Any award for the value of the land, buildings and improvements and loss of rent from Lessee shall belong to Landlord.

B. If the title to less than a substantial portion of the Leased Premises shall be taken in condemnation so that the business conducted on said premises can be continued without diminution (as reasonably determined by Lessee), this Lease shall continue in full force and effect. If the taking is not considered a substantial portion but does result in a diminution of the business conducted by Lessee, then the Lease shall continue but the net rent from and after the date of the vesting of title in the condemned shall be equitably reduced in the proportion that the area of the part taken or reduced bears to the total area of the Leased Premises immediately prior to such condemnation. Any award for the value of the land, buildings and improvements and loss of rents shall belong to the Landlord.

32. **Representations and Warranties.** Landlord represents and warrants to Lessee as follows:

A. Landlord has been duly authorized and has the full power, right, and authority to enter into this Lease and to perform all of its obligations under this Lease and neither this Lease nor the transactions contemplated hereby constitute a violation or breach of Landlord's organizational documents, if any;

B. Landlord has good and marketable fee simple title to the Entire Premises;

C. The Leased Premises are currently zoned for Lessee's intended use, as described herein; Landlord has no knowledge of any pending or threatened proceedings to change the zoning of the Entire Premises;

D. Landlord has no knowledge of any pending or threatened condemnation proceedings or other proceedings in the nature of eminent domain in connection with the entire Premises;

E. There are no litigation or court proceedings pending, or to Lessor's knowledge threatened, against or relating to the Entire Premises.

33. **Lessee's Fit-Up.** On or before the commencement of this Lease, Landlord, at its cost, shall have Substantially Completed the work required to be completed by Landlord prior to delivery of the Leased Premises to Lessee (the "Lessee Fit-Up"). The Lessee Fit-Up work shall consist of the work described on the attached "Exhibit C". For purposes of this Lease, the term "Substantially Complete" when used with reference to the Lessee Fit-Up shall mean that the Lessee Fit-Up has been completed to such an extent that Lessee can commence its operations without material delay or interference due to completion of the Lessee Fit-Up. Landlord covenants and agrees that the Lessee Fit-Up shall be performed in a good and workmanlike manner.

34. **Notices.** Any notices to be given pursuant to this Lease shall be sufficient if given by a writing which is personally delivered or is deposited in the United States mails, certified mail or registered mail, postage prepaid, and addressed as follows:

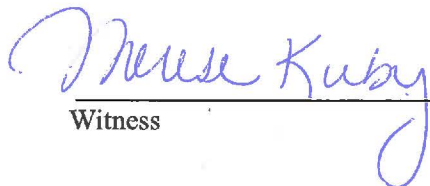
If to Landlord: Bristol Works!, LLC
72 Munsill Avenue
Building 6, Suite 600
Bristol, Vermont 05443

If to Lessee: Town of Bristol
Town Manager
1 South Street
P.O. Box 249
Bristol, Vermont 05443

or to such other person and/or address as may be specified by the party entitled to notice, so long as such specification is made in accordance with the terms of this Paragraph 34.

IN WITNESS WHEREOF, the parties hereto have made this Agreement as of the date first above-written.

LANDLORD: BristolWorks!, LLC



Witness

By: 

Kevin Harper, Member Manager

STATE OF VERMONT
ADDISON COUNTY, SS.

At Bristol, in said County this 16 day of August, 2013 personally appeared, Kevin Harper and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of BristolWorks!, LLC

Before me: Muese Kubiy
Notary Public

My commission expires: 2/10/15

LESSEE: Town of Bristol

Muese Kubiy
Witness

By: [Signature]
Alan Huizinga, Duly Authorized Agent

STATE OF VERMONT
ADDISON COUNTY, SS.

At Bristol, in said County this 16 day of August, 2013 personally appeared, Alan Huizinga and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the Town of Bristol.

Before me: Muese Kubiy
Notary Public

My commission expires: 2/10/15

Therese Kirby

From: "Kevin Brennan" <kevinkbvt@gmavt.net>
Date: Friday, August 16, 2013 8:10 AM
To: "Gibbs, Kevin" <Kevin.Gibbs@state.vt.us>; "Bill Bryant" <wbryant@madriver.net>; "David Rugh" <drugh@firm SPF.com>; <ahuizenga@gmeinc.biz>; <bristoltown@gmavt.net>
Cc: "David Rugh" <drugh@firm SPF.com>; "Kevin Harper" <kevin@bristolworks.org>
Subject: RE: Bristol Works Police District Lease

I just got off the phone with Kevin Harper. Unfortunately, he was not included on the email below so he and I just went through it. Kevin has no objections. Following are his thoughts:

Re the "lockable closet" correct, that has been removed from the construction. Kevin is not going to incur additional costs to have the plans redone to reflect the removal of the door, but acknowledges that it is not needed and will not be built.

Re Division 5, Item # 3 - Kevin is agreeable to the installation of the steel door. Kevin Harper and Kevin Gibbs can work on wording to reflect this if necessary.

Re Division 6, Item # 5 - Kevin is agreeable and will work with Kevin Gibbs on wording to reflect this.

Re Division 7, Item #4 - Yes, this has been done.

Division n9, #3 - Yes, the bench, previously delivered, will be modified for fit in the cell and will be installed.

David - When I spoke with Kevin he was literally walking into the Town offices to sign the lease. Given the answers and representations above, I assume that you will not object to the Town signing the lease this morning with Kevin following up with Chief Gibbs on the revised wording. Kindly advise as I believe the parties are awaiting an answer.

Kevin

-----Original Message-----

From: Gibbs, Kevin [mailto:Kevin.Gibbs@state.vt.us]
Sent: Thursday, August 15, 2013 5:05 PM
To: Bill Bryant; Kevin Brennan; David Rugh; ahuizenga@gmeinc.biz; bristoltown@gmavt.net
Subject: RE: Bristol Works Police District Lease

Handwritten signature and date: 8-16-13 and 8/16/13

8/16/2013

I've reviewed the attachments and noted only one thing in the floor plan diagram. A "lockable closet" shown in the sally port was removed at my request. It had initially been shown in the property room and was meant for securing hardware for computers. Department of Public Safety I.T. indicated it was not needed.

In the scope of work I noted the following items.

In Division 5, Item #3 per discussion we had this morning a steel door currently on our evidence room at South St will fit that location measuring 2'6" wide by 6'8" tall. It can be removed from here by us when evidence is transferred and made available for installation there. Ladder to access will be provided by tenant as discussed this morning.

In Division 6, Item #5 there is mention of a hatchway to the mechanical spaces in the property room. This will not be needed because of door mentioned above.

In Division 7, Item #4 I'm wondering if this was done?

In Division 9, Item #3 per our meeting this morning Kevin Harper indicated the sally port walls should be finished slightly better than fire taped (I forget his terminology) and primed In Division 11&12, Item #1 I thought N&B were installing the cell bench, previously delivered to them by me for slight modification for fit, in the cell. It has chain point attachments.

I think that is all I noted on the attachments.

Chief Kevin E. Gibbs
Bristol Police Department
P.O. Box 249 / 6 South Street
Bristol, VT 05443
Office (802)453-2533
Fax (802)453-6868
E-Mail kevin.gibbs@state.vt.us

From: Bill Bryant [wbryant@madriver.net]
Sent: Thursday, August 15, 2013 4:28 PM
To: Kevin Brennan; David Rugh; Gibbs, Kevin; ahuizenga@gmeinc.biz;
bristoltown@gmavt.net
Subject: Bristol Works Police District Lease

Hi Everyone,

We are hoping to sign the lease on Friday morning at 8:00 a.m. at the Town

Office.

We will need to have the following things done in order to get this done:

- 1) Kevin Gibbs needs to review the attached scope of work and plans to confirm they are in final form for the lease
- 2) Kevin Brennan is completing review of David Rugh's final changes to the lease and incorporating them into the final lease document. Please send the final version to everyone on this list.
- 3) David Rugh will need to let Therese and Alan know it is ok to proceed with signing the lease document.

I will be at home in the morning, so if needed I can be reached at 660-8173.

Good luck getting this done!

-----Original Message-----

From: Kevin Harper [mailto:kevin@bristolworks.org]

Sent: Thursday, August 15, 2013 4:20 PM

To: Bill Bryant

Subject: exhibits for the lease

Bill,

Here are the two exhibits to attach to the lease. When you print them simply drop in exhibit A for the floor plan and Exhibit C for the Scope of Work.

I just got hold of Kevin B and he is reviewing David's most recent set of tweaks with the intent of having everything ready for a signing tomorrow morning around 8am.

Please give me a call before you leave the office today so I know you have received these attachments.

Kevin

**BRISTOL WORKS – POLICE STATION RENO PROJECT
NAYLOR & BREEN BUILDERS, INC. – CONSTRUCTION MANAGER**

SCOPE OF WORK QUALIFICATIONS

August 15, 2013 (revisions in bold type)

Scope of work is per the following design drawings as modified by notes below:

- A2.1 Floor Plan & Wall Types by Cushman Design Group dated **July 24, 2013**
- A3.1 Exterior Elevations by Cushman Design Group dated May 24, 2013
- A3.2 Building Sections by Cushman Design Group dated May 24, 2013
- M-1 Mechanical Plan by Thomas Engineering Associates dated March 27, 2013 (rev 4/2/13).
- E2.1 Electrical Floor Plan by Cushman Design Group dated May 24, 2013

In the case of any conflicts between below described qualifications and above listed design drawings, this document shall take precedence.

NOTE – ALL SCOPE CHANGES LISTED IN N&B ATTACHED ESTIMATE CHANGES LIST DATED 7/18/13 ARE INCLUDED IN THE SCOPE OF WORK FOR A TOTAL GMP AMOUNT OF \$273,157.00.

DIVISION 1 - GENERAL CONDITIONS

1. The estimate and scope of work excludes all permit fees, except fees for permits required individually by sprinkler, plumbing and electrical subcontractors.
2. No independent testing agency services are included.
3. Owner shall pay for temporary power use.
4. No temp toilets are included. Construction workers shall use landlord's public toilet facilities.
5. Refer to attached N&B bar chart schedule dated 6/26/13 to start construction 7/8/13, and be complete by 9/30/13.
6. General Conditions cost estimate is based on start of construction of dental offices renovation project within 2 weeks of the start of the PD renovations per owner's acceptance of 7/1/13 project estimate changes item No. 1 savings item.
7. Scope is limited to the southeast quarter of the building, and excludes all work on drawing A2.1 at "Archive 127" and north, which is previously completed renovated space.

DIVISION 2 - SITE WORK & DEMOLITION

1. All exterior site work by tenant, except this scope includes installation of new septic pump station, and pouring of new concrete pads outside doors per sizes on A2.1. Earthwork preparation by others for new pads. Scope excludes grate indicated on A2.1 at new pedestrian entry door.
2. The scope of work includes a new 1,500 gallon sewage tank with pump station buried approximately 10 feet away from the west exterior wall of this renovated space to accept

- all waste from new plumbing facilities, with force main piped back into the building by Ryan and connected to existing sanitary system.
3. Scope shall include saw cutting existing slab areas and excavation as needed for new sanitary pipe to be provided by design/build mechanical subcontractor, J.W. & D.E. Ryan. It is assumed existing slab fill is processed gravel which can be reused to backfill these trenches.
 4. Demolition will include all cutting and removal of existing exterior siding as required for new doors and windows. Existing overhead doors to remain in current locations.
 5. Scope excludes any new landscaping.

DIVISION 3 – CONCRETE

1. All new concrete to be 3,000 psi concrete mix.
2. **No new concrete topping slabs are required in interview room and hall to sally port.**
3. **New 4" high concrete curb to be provided in sally port, west, east and north sides.**

DIVISION 5 – STRUCTURAL AND MISCELLANEOUS STEEL

1. Type 3 walls are changed from metal framing to standard 6" wood stud walls with 5/8" type "X" sheet rock on each face (WP 3660 1-hour rating).
2. All new window and door openings are located (or may be adjusted as needed) to not require any modifications to existing structural steel and siding support girts.
3. **Attic access door to be provided above shower in sally port for access by portable ladder as needed.**

DIVISION 6 – WOOD FRAMING BLOCKING

1. Bottom of ceiling framing in all rooms to be 8'-0" high above existing slabs, except 9'-0" high in patrol room and conference room, and no ceiling to be framed in sally port to be exposed spray foam on roof deck.
2. Pressure treated plates to be provided under all new partitions at slabs on grade.
3. **Include 1 layer of 3/4" CDX plywood backing at ceiling and north, east and south walls of cell; and 5/8" CDX ply at west wall of cell to be finished with FRP paneling noted in Div 9 below. No other plywood backing is required at other type "2" walls.**
4. Ceiling framing to be 2x12 @ 24" OC over patrol and conference rooms, and 2x8 @ 24" OC over all other rooms (except sally port). All ceiling framing to have 1/2" CDX plywood on top side. This is based on sizing to be comparable to structural design on Bristol Internal Medicine.
5. Wood framing to include new wood attic access hatch and opening to be located by east wall of property storage room.
6. See div 5, note 1 above.
7. Add 2x4 framed wall at cell door with 3/4" ply on inside and 1/2" ply on outside to receive sheet rock finish on top of outside and FRP paneling finish on inside.
8. Note per B/A3.2, interior walls of process room and cell to extend to roof deck. In attic space, these walls shall be sheathed with 1/2" CDX ply screwed on outsides only.

DIVISION 7 - THERMAL & MOISTURE PROTECTION

1. Existing siding will be salvaged at new man-door entry to be reused as needed.
2. **New horizontal siding to be Hardi cement board clapboards, approx. 7" coursing exposed to weather.**
3. There will be no new roofing work except an allowance of \$1,000. is included to flash any new plumbing vents or other new mechanical penetrations (to be designed).
4. Existing roof insulation to be carefully removed and reinstalled in ceiling joist framing.
5. Exposed roof deck to be insulated with min. 4" thick spray urethane foam, and min. 2" thick around all roof deck support steel. All foam to be finished with fire retardant intumescent paint, Contego or approved equal product acceptable by State Fire Marshall.
6. Dense pack cellulose to be blown in to fill all cavities behind existing OSB sheathing on interiors of exterior walls, and at new type "5" exterior wall framing at new entry.
7. R-11 unfaced fiberglass sound batts to be provided at interior type 1A and type 2 walls.
8. R-19 unfaced fiberglass sound batts to be provided at bathroom ceilings.

DIVISION 8 – DOORS AND WINDOWS

1. New windows to be Marvin Integrity all Ultrex double pane standard insulated glass in available standard color to be selected. Window supplier to include optional "U" clip sheet rock returns for drywall to return to all 4 sides of windows. Window exteriors to be finished and trimmed same as on Bristol Internal medicine renovation at building 4.
2. Entry hall security window is excluded.
3. Scope is clarified and modified per attached door schedule prepared by Naylor & Breen, dated 6/27/13.
4. An allowance of \$1,500. (including electric cost) is carried to relocate one overhead door operator from building No. 4 to the Sally Port easterly overhead door.

DIVISION 9 – FINISHES

1. All new sheet rock taping to be level 4 finish.
2. All new ceilings to be taped sheet rock, except sally port to have no new ceiling.
3. #3 walls are slab to roof deck with sheet rock only fire taped on sally port side and above 8' ceilings on opposite side and finished on 8' side. All exterior windows are wrapped with sheet rock returns on all 4 sides.
4. All new carpet shall be Mohawk, Global Image, or approved equal product, colors to be selected. Carpet shall be provided only in the chief and dispatch office and conference room.
5. All other rooms noted on A2.1 to be "carpet" or "linoleum" are changed to Vinyl Composition Tile (VCT) to be Mannington Essentials, or approved equal.
6. Provide new 4" Johnsonite vinyl base at all rooms, including sally port, and excluding cell.
7. Existing slabs in process room and cell noted to receive concrete epoxy paint finish to also receive shot blast prep. Epoxy floor paint in cell to include 6" integral epoxy base extending up face of plywood on all 4 walls of cell.
8. All 4 walls and ceiling of cell to receive FRP paneling extending over epoxy base down

to approx. 4" above floor.

DIVISION 10 – TOILET ACCESSORIES & SPECIALTIES

1. Provide grab bars, tilt mirror, robe hook, toilet paper holder, and combo paper towel dispenser/waste receptacle in one handicap toilet room.
2. No accessories to be provided in cell.
3. New lockers to be furnished and installed by tenant.

DIVISION 11 & 12 – FURNISHINGS AND EQUIPMENT

1. Cell equipment, including chain point attachment, and bench to be furnished and installed by tenant.
2. Any window blinds or treatments shall be furnished and installed by tenant.
3. All furnishings noted "files" shall be furnished and installed by tenant.
4. Post-formed plastic laminate tops shall be furnished and installed on wall brackets at 2 locations indicated in halls adjacent to conference room.
5. All appliances shall be furnished and installed by tenant.
6. Add ¼" lexan protection over light fixture in cell per Police Chief's 3/29 E-mail.

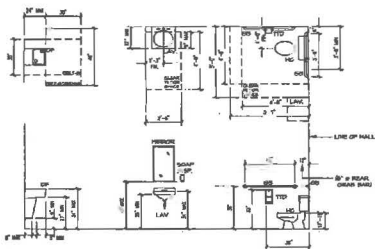
DIVISION 15 – MECHANICAL WORK – see J.W. & D.E. Ryan detailed cost Not-to-Exceed design/build estimate for all mechanical work revised 7/16/13, and for all HVAC work. Please note the following mechanical scope of work qualifications:

1. Refer to notes No. 1 thru 6 on above referenced estimate from Ryan.
2. With reference to note No. 7 on above referenced estimate from Ryan, the storage room exhaust fan is excluded, and Ryan's estimate amount of \$788.00 has been deducted from N&B estimate.
3. Ryan to install cell toilet furnished by tenant, and to furnish and install a separate cell sink, Acorn model 1652-1-BP-04M.

DIVISION 16 – ELECTRICAL WORK – scope is clarified per Adams Electric detailed cost Not-to-Exceed design/build proposal for all electrical work dated 4/4/13 and estimate of cost change items dated 5/13/13. Please note the following electrical scope of work qualifications:

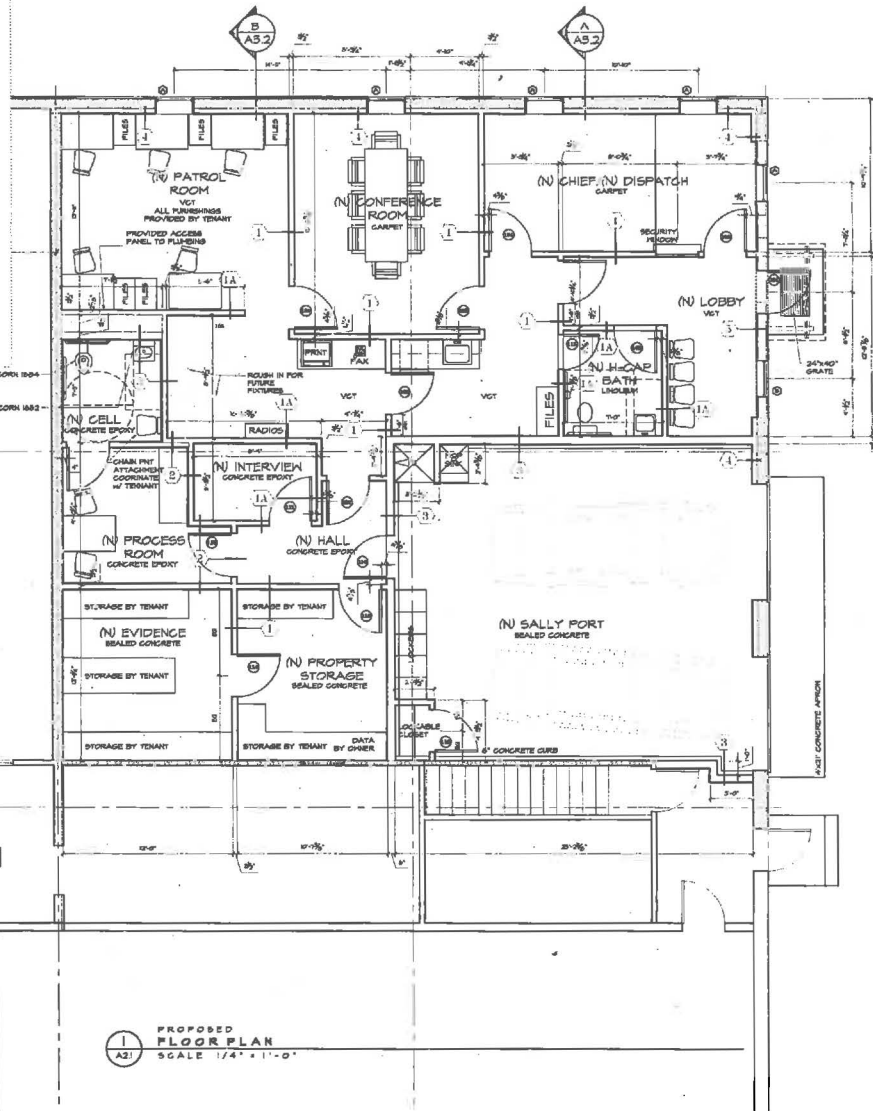
1. Includes added requests per Bristol Police Chief E-mail dated 3/29/13, except no exterior light pole or lighting to it, and no UH/VHF cable from radio charge station to antenna location.
2. An allowance of \$1,500.00 has been included in Adams' 4/4 quote to provide plug-in accommodation for tenant's 5500 watt Honda generator per 4/4 photos from Bristol Police Chief.
3. Scope includes Adams' qualification that all new tele/data cable will be Cat5. Add \$300. to upgrade to Cat6.
4. Scope excludes any new security systems, CCTV, intercom, doorbell or associated wiring.
5. Electric scope includes the following changes per E-mail from Mike Adams 5/13/13:
 - a. Entry Lobby: Change four surface mounted fixtures to two Lithonia LB-232 fluorescent wraparounds (same to offices) - Deduct: -\$1,290

- b. Add septic pump station - Add: +\$540.00
- c. Add two LED exterior wall fixtures on south side of building, (five total) - Add: +\$700.00
- d. Change conference room lighting to two Lithonia 8TLB-232A fluorescent wraparounds - Deduct: - \$843.00



ABBREVIATION	DESCRIPTION
ES	ESSEX BASE
LAV	LAVATORY
TTH	TOILET TISSUE HOLDER - DOUBLE ROLL
DP	DRINKING FOUNTAIN
WC	WATER CLOSET

TYPICAL WASHROOM FIXTURE MOUNTING REQUIREMENTS
SCALE 1/4" = 1'-0"



PROPOSED FLOOR PLAN
SCALE 1/4" = 1'-0"

WALL TYPES:

- ① ASSEMBLY
 - 2"x2" GNB
 - 2"x4 HOOD STUDS @18" o.c.
 - 5/8" GNB
 - ①A TYPE 1A
 - ACOUSTIC BATT INSULATION
 - ② ASSEMBLY
 - 2"x2" GNB
 - 1/2" PLYWOOD SHEATHING
 - 2"x4 HOOD STUDS @18" o.c.
 - ACOUSTIC BATT INSULATION
 - 5/8" GNB
 - ③ ASSEMBLY - UL-419
 - 2"x2" GNB TYPE "X"
 - 6" STL STUDS @18" o.c. SEAL TO INSIDE OF ROOF
 - 2"x2" GNB TYPE "X"
 - ④ ASSEMBLY
 - 2"x4 HOOD STUDS @24" o.c. FLUSH TO EXISTING HALL
 - 5/8" GNB
 - ⑤ ASSEMBLY
 - METAL STUDS
 - DRAINAGE PLANE
 - 1/2" SHEATHING
 - 2"x6 H/3D STUDS @24" o.c.
 - CELLULOSE INSULATION
 - 2"x2" GNB
- PROPOSED WALL
— EXISTING WALL

SOUTH BUILDING - PLAN

BRISTOL POLICE DEPARTMENT
BRISTOL WORKS
SOUTH BUILDING
Bristol, Vermont
July 24, 2013

Exhibit B

Bristol Works!, LLC Town of Bristol - Police Department Occupancy Rent Amount

Occupancy Rent consists of Triple Net plus Common Area charges and is calculated as follows:

Triple Net Calculation

Triple Net Costs

Property Tax (Estimated)	\$ 40,000.00
Insurance	13,602.00
Maintenance	<u>6,000.00</u>
<i>Total Triple Net Costs</i>	<u><u>\$ 59,602.00</u></u>

Town of Bristol Police Department Percentage of Total Costs

Total campus SF	47,000.00
Town of Bristol Police Department	2,250.00
<i>Town of Bristol Police Department percentage of total SF</i>	<u>4.7872%</u>

Town of Bristol Police Department Triple Net Cost (\$59,602.00 x 4.7872%) \$ 2,853.29

Common Area Calculation ***

Common Area #1

CAM Charges:

Space Rent (SF x \$ per SF)	\$ -
Triple Net (SF)	-
Cleaning & Supplies (\$75 per week x 52 weeks)	<u>-</u>
<i>Total CAM Charges</i>	<u><u>\$ -</u></u>

Town of Bristol Police Department Percentage of Total Cam Charges

Town of Bristol Police Department Total SF	-
Total SF	-
Total SF	<u>-</u>
<i>Total SF</i>	<u><u>-</u></u>

Town of Bristol Police Department Percentage of Common Area 0.0000%

Town of Bristol Police Department %of CAM Charges -

Total Annual Occupancy Rent (Triple Net \$ + CAM \$) \$ 2,853.29

Monthly Occupancy Rent \$ 237.77

*** Currently there is no Common Area being utilized by Town of Bristol Police Department. In the event Common Area is used, Town of Bristol Police Department will be assessed a proportionate share of CAM charges in addition to Triple Net Charges.