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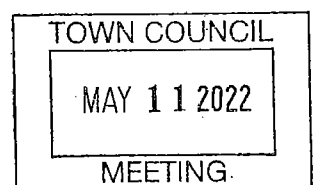
BY AND BETWEEN

THE TOWN OF BRISTOL ("LANDLORD")

AND

GLADDING SHOPS, LLC ("TENANT")

**PREMISES: 205 and 211 THAMES STREET, BRISTOL,
RHODE ISLAND**



LEASE

THIS LEASE (the "Lease") is entered into as of the 8th day of June, 2017, by and between **THE TOWN OF BRISTOL**, a Rhode Island Municipal Corporation, with a mailing address of 10 Court Street, Bristol, RI 02809 ("Landlord") and **GLADDING SHOPS, LLC**, a Rhode Island limited liability corporation, with a mailing address of 385 High Street, Bristol, RI 02809 (singly and collectively, jointly and severally, "Tenant").

IT IS MUTUALLY covenanted and agreed by and between the parties as follows:

1. Definitions and Construction.

1.01 Leasing Details. For the purposes of this Lease, the following words and phrases are defined as set forth below:

BASE RENT: See Section 4.

ADDITIONAL RENT: See Section 5.

BUILDINGS: Those two (2) certain two (2) story buildings, consisting of approximately 1,204 square feet and 2,000 square feet, respectively, commonly known as the "Gladding Buildings" and numbered **205 Thames Street, Bristol, Rhode Island** and **211 Thames Street, Bristol, Rhode Island**, and more particularly shown on Exhibit A attached hereto.

PREMISES: That certain lot(s) or parcel(s) of land, together with the Buildings located thereon situated in the Town of Bristol, County of Bristol, State of Rhode Island, consisting of approximately Seven thousand (7,000) square feet, and more particularly shown on Exhibit A attached hereto.

LARGE PARCEL
And TOWN PARCEL

2.02.1 Tenant acknowledges that the Premises is part of a larger parcel of property owned by Landlord. Such larger parcel, including all improvements now or subsequently constructed thereon, and including the Premises, is hereinafter referred to as the "Large Parcel". Landlord intends to subdivide the Large Parcel so as to create the Land which comprises part of

the Premises. The remainder of the Large Parcel, minus the Premises (as hereinafter defined), is referred to as the "Town Parcel".

RENT: Base Rent and/or Additional Rent.

LEASEHOLD IMPROVEMENTS: The work to be performed by Tenant is set forth on **Exhibit B** attached hereto.

1.02 **Landlord's Dual Roles.** The Landlord and Tenant specifically acknowledge the dual roles of the Town of Bristol both as the Landlord, and as a Municipal Government exercising regulatory authority over the Tenant, the Premises, and the uses thereon. Tenant shall be responsible for obtaining all necessary approvals, licenses and permits, including from councils, boards, or commissions of the Town of Bristol and no guarantee of such regulatory approval, including without limitation a liquor license, shall be inferred in any way by the consent of the Town of Bristol in its role as Landlord.

1.03 **Effect of Reference to Data.** Each reference in this Lease to any of the titles contained in **Section 1.01** shall be construed to incorporate the data stated under that title. Capitalized terms contained in **Section 1.01** which are used herein by not otherwise defined herein shall have the meanings set forth in **Section 1.01**.

1.04 **Miscellaneous.** The words "hereby," "hereof," "hereto," "herein," "hereunder," and any similar words, refer to this Lease; the word "hereafter" means after, and the word "heretofore" means before, the date of this Lease. The word "person" refers to partnerships, limited partnerships, corporations, trusts and other legal entities, as well as natural persons. The title of this Lease, as well as the section and subsection titles, are for convenience of reference only and shall not be considered in the interpretation or construction of any of the provisions hereof. Words in the singular may be construed to include the plural, and vice versa, as the context may require. Any notice required or permitted to be given by a party to this Lease shall be in writing and shall be given as provided for herein.

1.05 **Exhibits.** The Exhibits listed below in this Section are incorporated in this Lease by reference and are to be construed as a part of this Lease:

EXHIBIT A - Plan showing the Buildings and the Land.

EXHIBIT B - Description of work to be done by Tenant as Leasehold Improvements

2. Leasing; Reservation of Rights.

2.01 Premises; Habendum. Landlord hereby demises and leases to Tenant and Tenant hereby leases and takes from Landlord the Premises. Tenant acknowledges that it is leasing the Premises in its "AS IS," "WHERE IS" condition, without any representation, warranty or guaranty express or implied in fact or by law on the part of Landlord, and without recourse to Landlord as to the nature, condition or usability thereof, or the use or uses to which the Premises, or any part thereof, may be put. Without derogating from the foregoing, Landlord agrees, upon Tenant's request and at Tenant's sole expense, to enforce for the benefit of Tenant any warranties running to Landlord related to the construction of the "Leasehold Improvements" (as hereinafter defined).

2.02 Reservation of Rights.

2.02.1 Landlord hereby expressly reserves the right (for itself and all claiming by, through or under it) to utilize and/or further develop the Town Parcel as it deems advisable in its sole discretion; provided, however, that the same do not prohibit or materially and unreasonably interfere with Tenant's use of the Premises for the Permitted Uses.

2.02.2 Notwithstanding anything contained or expressed in this Lease to the contrary, Tenant hereby expressly agrees, acknowledges and understands the following. Public access to the Town Parcel may be allowed to continue during the Term (and the Extended Term, if applicable). Landlord may construct a public boardwalk and public recreation area, including accessory uses such as parking and docks and buildings on the Town Parcel or on pilings on the water area of the Town Parcel and/or the adjacent areas of riparian rights, and Tenant agrees as a covenant of this Lease not to object to these uses or structures, provided, however, that the same do not prohibit or materially and unreasonably interfere with Tenant's use of the Premises for the Permitted Uses. However, there is no guarantee that the Landlord will construct any such improvements. Furthermore, for the time period beginning January 1, 2033 and continuing over the course of the Term (and Extended Term, if applicable), Landlord may use the Town Parcel for any lawful use, public or private, and may sell or otherwise divest itself of the Town Parcel. No access to the water from the Premises, and no view thereof, or right of light and air, is conveyed with this Lease, but rather such rights are expressly reserved to the Landlord and its successors and assigns.

3. Evaluation Period; Leasehold Improvements; Term.

3.01 Evaluation Period and Due Diligence.

(a) (i) Within ten (10) days after the date of this Lease, Landlord shall deliver to Tenant the "Due Diligence Information", defined as all information relating to the Premises (including, without limitation, title information, surveys, environmental reports, engineering

studies, tax bills, legal notices, permits, and approvals), which information is in Landlord's physical possession or under Landlord's control.

(ii) "Evaluation Period" shall mean the period of time commencing on the Date of this Lease, and ending on the date which one hundred eighty (180) days after the date of this Lease. During the Evaluation Period, Tenant may enter upon the Premises and conduct tests, inspections, surveys and studies (including, without limitation, soil, environmental, physical, mechanical and structural) which Tenant may deem appropriate to determine the suitability of the Premises for Tenant's use; conduct a title search and order a title commitment with respect to the Premises; and review applicable zoning and land use laws. Tenant may also file any applications for permits and approvals to government boards and entities, including without limitation, entities of the Town of Bristol, for whatever permits or approvals that Tenant deems necessary, and landlord hereby consents to authorize such applications.

(iii) Tenant may terminate this Lease at any time during the Evaluation Period or within fifteen (15) days after the end of the Evaluation Period if, in Tenant's sole discretion, Tenant is not satisfied with the results of any test, inspection, survey, or study performed by Tenant, or with any other condition relating to the Premises, including, without limitation, title, zoning laws, land use laws, or status of permits or approvals. Tenant may, at its option, waive any such conditions in writing at any time.

(iv) The Evaluation Period may be extended by the Tenant, by notice in writing, up to an additional ninety (90) days solely for the receipt of any permit or approval that was applied for within the initial 180 days of the Evaluation Period.

(v) Failure of the Tenant to terminate this lease as set forth herein shall be deemed conclusive waiver by the Tenant of any such conditions, and the Tenant shall be bound by all of the terms of this Lease.

3.02 Leasehold Improvements.

3.02.1 Construction of Leasehold Improvements. Tenant shall, at its sole expense, completely restore and rehabilitate the two (2) existing Buildings, presently known as the Buildings, pursuant to and in accordance those plans and specifications supplied to Landlord as Exhibit B. (collectively, the "Leasehold Improvements"). **The interior space in the Buildings may be put to such uses as Tenant may elect, subject to all Applicable Laws (as defined in and subject to terms and conditions set forth in Section 7 below).**

3.02.2 Early Termination for Failure of Construct Leasehold Improvements. Tenant shall commence construction of the Leasehold Improvements within twelve (12) months after the date of this Lease and shall complete construction of the Leasehold Improvements within thirty (30) months after the date of this Lease, which may be extended up to an additional six (6) months upon written request of the Tenant provided that all permits necessary for the Leasehold Improvements have already been obtained by the Tenant and the Tenant has been proceeding in good faith with the construction (the "Construction Completion Deadline").

If Tenant fails to complete construction of the Leasehold Improvements on or before the Construction Completion Deadline, then notwithstanding any other provision herein to the contrary, this Lease shall automatically terminate as if the date of such termination were the last day of the Term hereof with no extensions, options or rights, and the parties' rights and obligations hereunder shall continue only to the extent they would survive the expiration of the Term. In the event the Lease is so terminated, the parties shall promptly execute a written instrument in recordable form memorializing such termination. Landlord and Tenant agree that any such instrument, executed by Landlord but not Tenant, may be relied upon by all third parties and shall be binding on the parties hereto if accompanied by a certificate executed by Landlord stating that Landlord delivered the same to Tenant in the manner set forth for the giving of notices hereunder, with a written request that Tenant execute the same, and that Tenant failed to so execute the instrument and return it to Landlord within fifteen (15) days following the giving of such request. Any notice or memorandum of this Lease which is recorded shall set forth this agreement.

3.03 Term.

3.03.1 Original Term. The Premises are hereby leased unto Tenant and its successors and assigns for a term (the "Term") commencing on the date of this Lease and expiring on the date which is sixty-five (65) years thereafter, unless sooner terminated in accordance with the provisions herein contained. The Term may be extended as set forth in **Section 3.03.2** below. The original 65-year term is sometimes hereinafter referred to as the "Original Term."

3.03.2 Extended Term. Landlord and Tenant may extend the Term upon the terms and conditions to be mutually agreed upon, prior to the expiration of the Original Term, **provided, however, and only if,** at the time of the applicable extension option period: (a) no Event of Default exists; (b) the Lease is still in full force and effect; and (c) Tenant has not assigned the Lease nor sublet the Premises or any part thereof without written consent of Landlord. In no event shall the Term of this Lease, as fully extended, exceed 99 years.

4. Rent.

4.01 Base Rent.

4.01.1 Rent Commencement Date. The payment of base rent shall commence on the first day of the month following the earlier of: (a) the date Tenant or any subtenant occupies or opens for business in any portion of either Building; or (b) the date upon which a Certificate of Occupancy issued for any part of either Building; or (c) the Construction Completion Deadline. The earliest of such dates is the "Commencement Date"

4.01.1 Initial Fixed Rent. Tenant covenants and agrees to pay to Landlord, at Landlord's notice address as specified herein, or to such other person on or such other place as Landlord may direct Tenant by notice in writing, without notice, demand, offset or deduction, starting on the Commencement Date, the annual rent of Seven Thousand Dollars (\$7,000) in twelve equal monthly instalments of Five Hundred and Eighty-three Dollars and thirty-three Cents (\$583.33)

on the first day of each month and continuing thereafter for sixty (60) months, the intent being that such Base Rent shall remain the same for five years.

4.01.2 Adjustment of Base Rent. The Fixed Rent shall be adjusted every five (5) years following the Rent Commencement Date as follows. Two (2) months prior to the end of such five-year period, the Landlord shall calculate the adjustment of the Base Rent and notify the Tenant of such adjustment. The Initial Rent, and the rent for each subsequent five-year period shall be adjusted every five (5) years during the term of this Lease by the Percentage Increase in the "Consumer Price Index for All Urban Consumers (CPI-U), U. S. City Average-All Items (1982-1984=100)", published by the Bureau of Labor Statistics of the United States Department of Labor. If the Index shall cease to be published, there shall be substituted therefore a price index (or combination of indices, with such adjustments as may be required to afford compatibility), published by the Bureau of Labor Statistics or its successor government agency, which is intended to be representative of substantially similar changes in the cost of living. "Percentage Increase" shall mean the percentage equal to a fraction, the numerator of which shall be the change in the Index from the third month preceding the Rent Commencement Date to the third month preceding the current five-year anniversary of the Rent Commencement Date. The fraction's denominator shall be the Index for the third month preceding the Rent Commencement Date.

If the Index has decreased in the previous five years, the Base Rent shall be adjusted so as to be reduced in accord with such decrease, provided however that the Base Rent shall never be adjusted below the Initial Rate in Section 4.01.1.

Landlord's delay, or the failure of Landlord, in computing or billing for these adjustments will not impair the continuing obligation of Tenant to pay such rent adjustments. Tenant's obligation to pay Base Rent as adjusted by this section shall continue up to the expiration of this Lease and will survive any earlier termination of this Lease.

4.02 Late Payments. If any payment to Landlord due hereunder is paid after the date the same is due, it shall bear interest at the rate of four percent (4%) per annum over the prime lending rate announced from time to time by the *Wall Street Journal* (or another financial newspaper selected by Landlord) from the due date until the date of payment.

5. Additional Rent.

5.01 Purpose and Intent. It is the purpose and intent of Landlord and Tenant that the Base Rent shall be **ABSOLUTELY NET** to Landlord, **except for flood insurance as set forth in Section 11 below**. Tenant shall pay, as Additional Rent, and Tenant shall save Landlord harmless from and against, any and all costs, insurance premiums, costs of maintenance, replacements, repairs and compliance with applicable laws, and expenses and obligations of every kind and nature whatsoever, relating to the Premises which may arise or become due on or after the Commencement Date. It is also the purpose and intent of Landlord and Tenant that the Tenant pay as Additional Rent "Payment In Lieu of Taxes" ("PILOT") payments that will equal

the payments that the Town of Bristol would have received had the Premises been owned by a taxable entity, provided that such payments shall be phased in over a ten (10) year time period. In the event of any nonpayment of any of the foregoing, Landlord shall have, in addition to all other rights and remedies, all of the rights and remedies provided for herein or by law in the case of nonpayment of Rent.

5.01.2 Payment In Lieu of Taxes ("PILOT").

(a) As Additional Rent, Tenant shall pay in each "Tax Year" (as that term is hereinafter defined) during the term of this Lease, payment equal to all real estate taxes, whether general or special, whether presently existing or hereafter established (including, without limitation, taxes and other assessments of any water, sewer, fire or other special district) that would have been levied or assessed against the Premises and any other improvements situated thereon or made thereto from time to time, including, without limitation, the Buildings and the Land (hereinafter collectively referred to as the "Taxes").

(b) The PILOT payments required hereunder shall be paid by Tenant in equal monthly installments in such amounts as are from time to time estimated and billed by Landlord during each Tax Year, each such installment being due on the first day of each month.

(d) The term "Tax Year" shall mean the (12) month period (deemed, for the purposes of this Section, to have 365 days) from July 1 to June 30. Not later than June 15 of each year, the Landlord shall calculate the PILOT payments based on the assessed valuation of the Premises and the tax rate established by the Town of Bristol, and shall notify the Tenant of the annual amount of such PILOT payments for the forthcoming Tax Year, and the Tenant shall pay the same as additional rent, in twelve (12) equal monthly instalments commencing on the 1st day of July of said Tax Year. The Tenant may appeal the assessed valuation in the same manner as a taxpayer may normally appeal an assessed valuation, which is first to the Tax Assessor and thence to the Tax Assessment Board of Appeal. If the Tenant is still not satisfied with the assessed valuation, the matter may be arbitrated in Rhode Island according to the rules of the American Arbitration Association.

(e) The PILOT payments shall not commence until July 1 of the Tax Year following the Rent Commencement Date. For the first ten (10) Tax Years, the Landlord shall calculate the PILOT payments for the forthcoming Tax Year, but the Tenant shall only be required to pay as Additional Rent the following phased in schedule of ten percent (10%) in the first Tax Year, twenty percent (20%) in the second Tax Year and so forth until in the tenth Tax Year and every Tax Year thereafter, the Tenant shall pay One Hundred Percent (100%) of the calculated PILOT payment.

(e) The failure of Landlord to provide such calculation and notice within the time prescribed above shall not relieve Tenant of Tenant's obligations generally or for the specific Tax Year in which any such failure occurs, as provided by this Section. For the Tax Year in which the term terminates, the provisions of this Section shall apply, except that Tenant's liability for the payment of such Taxes for such year shall be subject to a pro-rata adjustment

based upon the number of days of such Tax Year falling within the term during which Tenant occupies the Premises.

(f) Tenant shall also be solely responsible for, and shall pay within the time period provided by law, all taxes imposed on Tenant's inventory, furniture, trade fixtures, apparatus, leasehold improvements, equipment and any and all other of Tenant's personal or other property.

6. Utilities and Operating Expenses.

6.01 Tenant shall make all arrangements for and pay directly to the appropriate governmental authority, creditor or supplier all charges for the installation or consumption of all utilities and services furnished to or used by Tenant, including, without limitation, gas, electricity, water, water treatment, telephone service and trash collection, and for all connection charges, if any, and any charges for water and sewer use, whether the same are designated as charges, taxes, assessments, fees or otherwise, such payments to be made as the same become due, directly by Tenant to the charging authority. Tenant shall also pay for when due any and all other expenses related to the operation and maintenance of the Premises.

6.02 Tenant shall pay directly to the person, creditor or supplier to whom such sum is owed, all costs associated with the repair and maintenance of the Premises for which Tenant is responsible under the provisions of this Lease and all costs of fire, casualty and liability insurance required to be maintained by Tenant under the provisions of this Lease, including, without limitation, those set forth in Section 11 below.

7. Permitted Use; Compliance with Laws. Tenant shall use the Premises for general retail, commercial, or residential use as otherwise allowed by ordinance, statute, or law; and for no other use or purpose whatsoever, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Use of the outdoor areas of the Premises shall be limited to those accessory uses and structures reasonably necessary for the operation of the businesses of the subtenants in the Buildings, such as outdoor seating, limited loading area(s), a utility shed for a dumpster and a deck located at the rear of each of the Buildings, and for no other uses, without the prior written consent of Landlord, which consent Landlord may grant or withhold in Landlord's reasonable discretion. Tenant shall promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, city and town governments and all other governmental authorities or any national or local Board of Fire Insurance Underwriters affecting the Premises or Tenant's use thereof, including, without limitation, the "Americans With Disabilities Act," so-called, CRMC, RIDEM, the Town of Bristol Historic District Commission and the Town of Bristol Zoning Ordinance (collectively, the "Applicable Laws"). Tenant shall indemnify and hold harmless Landlord, and Landlord's agents and employees from and against any and all penalties or damages charged to or imposed upon them or for any violation of any such Applicable Laws. Tenant shall not use, or permit the use of, the Premises for any improper, offensive or unlawful purpose.

8. Repairs and Maintenance.

8.01 Tenant, at Tenant's sole cost and expense, during the term hereof and any period during which Tenant shall hold over, shall keep and maintain all of the Premises, including, without limitation, all fixtures, equipment and facilities located within or serving the Premises, including, without limitation, all plumbing, electrical, heating, ventilation and air conditioning systems, in good and operating order and condition, ordinary wear and tear excepted, and Tenant shall make all necessary maintenance, repairs and replacements to the Premises, whether ordinary or extraordinary, foreseen or unforeseen, structural and non-structural and, by way of example and not limitation, Tenant shall: (i) keep and maintain in good order, condition, replacement and repair the Premises and each and every part thereof, interior and exterior (including, without limitation, the repair, maintenance and replacement of the roof, gutters, leaders, down spouts, plumbing and sewage lines, electrical conduits and lines, air conditioning unit(s) and system, and heating unit(s) and system); (ii) make all repairs and replacements to the landscaping, hardscaping, and other appurtenances, sidewalks, curbs and parking areas of the Premises and abutting the Premises; and (iii) keep and maintain the sidewalks, curbs, drives and parking areas now or hereafter located at the Premises, if any, in a clean and orderly condition, free from snow, ice, dirt, rubbish and obstructions; and (iv) keep the alterations and improvements made by Tenant in good repair, including structural repairs. All replacements shall be subject to Landlord's prior written approval in the same manner as set forth in Section 9 with respect to alterations and improvements and shall become the property of Landlord.

8.02 Landlord shall not be required to make any repairs or replacements whatsoever to the Premises during the term of this Lease.

9. Alterations and Improvements. Tenant, at the sole Tenant's sole cost and expense, may make alterations or improvements to the Premises which do not materially or adversely affect the Premises or impair the value thereof. All alterations and improvements, beyond those set forth in Exhibit B shall be subject to Landlord's prior written approval of plans and specifications and such reasonable conditions (affecting, among other things, the obtaining of required permits and authorizations, the selection of an architect or engineer, the prompt completion of the alteration or improvement, the payment for labor and materials supplied in connection with the same, evidence of contractor's insurance and contractor's performance and payment bonds), as Landlord deems appropriate. Tenant may not make any major or structural alterations or improvements to the Premises beyond those set forth in Exhibit B without the prior written consent of Landlord; which consent Landlord may grant or withhold in Landlord's reasonable discretion. All alterations or improvements shall, upon completion, at the option of Landlord, become the property of Landlord upon the termination of this Lease.

10. Tenant's Trade Fixtures.

10.01 For the purposes of this Lease, "Tenant's Trade Fixtures" means, machinery, equipment and other items of personal property owned by Tenant and especially designed or fitted for use in its business which: (i) shall not be affixed or incorporated into the Premises in such manner that their removal shall cause damage to the Premises, and (ii) shall, after removal,

have a value significantly exceeding the costs of removal.

10.02 Tenant may install Tenant's Trade Fixtures in the Premises, provided that the same shall not materially impair or diminish the rental value of the Premises or the Premises. Tenant's Trade Fixtures shall, notwithstanding the manner of their installation, remain the property of Tenant and shall be removed by Tenant upon the termination of this Lease. Tenant shall repair any damage to the Premises occasioned by the removal of Tenant's Trade Fixtures. Any of Tenant's Trade Fixtures left on the Premises upon the termination of this Lease, at the election of Landlord, may be (i) removed at Tenant's expense and sold, stored or discarded, or (ii) deemed to have been abandoned and to be the property of Landlord.

11. Commercial General Liability and Property Insurance; Flood Hazard Insurance; Indemnity.

11.01 Tenant, at Tenant's sole cost and expense, shall obtain commercial general liability insurance insuring Landlord and Tenant against loss from and liability for damages on account of loss or injury suffered by any person or property within or upon the Premises, the coverage and protection of such insurance to be not less than Two Million Dollars (\$2,000,000.00) (combined single limit). As part of such liability insurance, Tenant shall obtain Pollution Liability Insurance coverage, including coverage for hostile fire, vandalism, wind storm, explosion, rupture of machinery or vehicle overturn. Landlord hereby reserves the right to require additional coverage from time to time.

11.02 Tenant, at Tenant's sole cost and expense, shall keep the Premises against loss or damage by perils now or hereafter embraced by standard "all risks of loss" coverage, so-called, , in an amount sufficient to prevent Landlord or Tenant from becoming a co-insurer under the terms of the applicable policies, but in any event, in an amount not less than one hundred percent (100%) of the then full replacement costs of the Premises. Full replacement costs may be determined periodically (but not more frequently than once in any twelve (12) calendar months), at the request of Landlord by an appraiser, engineer, architect or contractor, designated by Tenant, paid for by Tenant and approved, in writing, by Landlord. No omission by Landlord to request any such determination shall relieve Tenant of any of Tenant's obligations hereunder. The Landlord shall be named as a loss payee in an amount sufficient to remove any debris or damaged building and fill in any foundation and create a flat grassed surface in the event that Tenant does not repair or reconstruct the Buildings. Tenant shall purchase boiler and machinery insurance on all boilers, air conditioning equipment and other pressure vessels and systems located in, on or about the Premises, insuring Landlord and Tenant, in such amounts as Landlord may reasonably require. Tenant shall purchase workers' compensation insurance for its employees in the proper statutory amounts, including employer's liability coverage of at least One Million Dollars (\$1,000,000.00) per accident and furnish Landlord with certificates thereof.

11.03 Tenant shall indemnify, defend, with counsel reasonably acceptable to Landlord, save harmless and protect Landlord from and against all loss, cost or damage (including reasonable attorneys' fees) sustained by Landlord or by any other person or property within or

upon the Premises, resulting from, directly or indirectly: (i) the omission, fault, willful act, negligence or other misconduct of Tenant, or Tenant's employees, agents, contractors, officers, shareholders, directors or principals, or from any use made or thing done or occurring on the Premises, not due solely to the omission, fault, willful act, negligence or other misconduct of Landlord; (ii) resulting from the failure of Tenant to perform or fulfill any term, condition or agreement contained or referred to in this Lease on the part of Tenant to be performed or fulfilled; (iii) resulting from any accident or other occurrence on or about the Premises; or (iv) resulting from activities of Tenant, or its agents or employees on or about the Premises or elsewhere.

11.04 Intentionally Deleted

11.05 Liability Policies of insurance required under the provisions of this **Section 11** shall name Landlord as an additional insured. All insurance policies required hereunder shall be obtained from responsible companies, having a rating of "A/10" or better from A.M. Best, qualified to do business in Rhode Island and in good standing therein and shall be in form and substance reasonably satisfactory to Landlord. Each such policy shall be non-cancellable and non-amendable without at least thirty (30) days' prior written notice to Landlord. Tenant shall furnish Landlord with a copy of all insurance policies prior to the beginning of the Term and all renewal policies at least thirty (30) days prior to the expiration of the policies they renew, together with certificates from the insurance company stating that such policies are in force. The insurance policy required under subsection (b) of this Section shall include a waiver of subrogation endorsement. Landlord and Tenant hereby waive all rights of recovery against the other for loss or injury to property against which the waiving party is protected by insurance, reserving, however, any rights with respect to any excess of loss or injury to property over the amount recovered under such insurance (including the amount of any deductible under such insurance).

11.06 **Flood Insurance.** Landlord agrees to continue to maintain or cause to be maintained its presently existing FEMA flood insurance policy; provided, however, that Tenant shall pay to Landlord, within ten (10) days after written notice by Landlord to Tenant for any increases in the premiums due from Landlord directly or indirectly due to the Leasehold Improvements or Tenant's use and occupancy of the Premises.

12. **Fire or Other Casualty;** **Tenant's Property; Historic Value of Original Buildings.**

12.01 If the Premises or any part thereof is damaged by fire or other casualty, Tenant shall promptly give Landlord written notice thereof. Tenant, using the insurance proceeds, shall restore and repair the same as nearly as possible to its value, condition and character, immediately prior to such damage or destruction, in conformity with and subject to the conditions set forth in **Section 9** hereof. Any restoration or repair, (hereinafter the "Restoration") shall be commenced promptly and prosecuted with all due diligence, unavoidable delays excepted. In the event that the insurance proceeds are not sufficient to so restore the Buildings, other than for failure of the Tenant to keep the Premises insured, then the Tenant may

pay or waive all insurance proceeds to the Landlord and surrender the Lease.

12.02 The Landlord and Tenant acknowledge that the Buildings are historically valuable structures and that such historic value and the initial improvements to the Buildings were a significant inducement to the Landlord to enter into this Lease. Therefore, if the Buildings cannot be restored to their historic condition, whether through damage or through changes over time in regulatory requirements, including without limitation any requirement to elevate the Buildings as part of the Restoration, then it shall be in sole election of the Landlord to either consent to the building of a new Building or Buildings, or the Landlord may declare this lease to be terminated, and all obligations of both parties to the other shall cease.

12.03 The risk of loss of or damage to property of Tenant on or about the Premises shall be borne solely by Tenant and Landlord shall not have any liability whatsoever for loss thereof or damage thereto.

13. **Insurance Policies.** All insurance required under this Lease shall be issued by companies satisfactory to Landlord. Each such policy shall name Landlord and Landlord's successors and/or assigns their interests may appear, as loss payee and additional insured, as the case may be, and each such policy shall contain a provision that no act or omission of Tenant shall affect or limit the obligation of the insurer to pay on behalf of Landlord the amount of the loss sustained by, or claim made against, Landlord and, to the extent obtainable, contain an agreement by the insurer that such policy shall not be cancelled without at least thirty (30) days' prior written notice to Landlord and Landlord's mortgagee.

14. **Subordination.** This Lease shall be subject and subordinate to any mortgage of the Premises now of record or recorded after the date hereof. Such subordination is effective without any further act of Tenant and Tenant shall from time to time on request from Landlord execute and deliver any instruments, that may be required by any lender to effect the subordination provided for herein. If Tenant shall fail to execute and deliver any such instrument, Tenant hereby irrevocably appoints Landlord, with full power of substitution, as Tenant's attorney-in-fact to execute and deliver any such instrument.

15. **Condemnation by Entity other than the Town of Bristol.**

15.01 If the Premises or any portion of thereof is taken in condemnation proceedings or by exercise of any right of eminent domain by an entity other than the Town of Bristol, Landlord and Tenant shall share equally in the award that may be made in any such proceeding without deduction therefrom for any interest of Tenant under this Lease (except for such portion of the award which is specifically made for Tenant's moving expenses).

15.02 If all or substantially all of the Premises is taken in condemnation proceedings or by exercise of any right of eminent domain, or by agreement between Landlord and those authorized to exercise the same, this Lease shall terminate on the date of such taking and the Rent and all other payments required to be made by Tenant hereunder shall be apportioned and paid to the date of such taking. For purpose hereof, "substantially all of the Premises" shall be

deemed to have been taken if the portion of the Premises not so taken is unsuitable for Tenant's continued permitted use.

15.03 If less than substantially all of the Premises is taken in condemnation proceedings or by exercise of any right of eminent domain, any award received by Landlord shall be held by Landlord and applied towards the cost of demolition, repair and restoration, substantially in the same manner and subject to the same conditions as those set forth in Section 13 with respect to insurance proceeds. Any balance held by Landlord after the payment of such costs shall be retained by Landlord and the Rent payable hereunder shall be equitably adjusted.

16. Assignments and Subleases.

16.01 Assignments. Tenant shall not, directly or indirectly, assign or encumber Tenant's interest in this Lease or in the Premises, without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld provided that the Landlord may require proof of financial capability of the potential assignee. Any assignment or encumbrance without Landlord's consent shall be voidable and, at Landlord's election, constitute a default under this Lease. No permitted assignment prior to the completion of all Leasehold Improvements shall in any way affect or reduce any of the obligations of Tenant under this Lease. If Tenant is a corporation and there occurs, as a result of any single transaction or as a result of a series of related or unrelated transactions over time, other than through conveyance or bequest to a family member, any change in the identity of any person then having a fifty percent (50%) or greater voting interest with respect to the election or appointment of the directors or other persons exercising like functions and managing the affairs of Tenant, then, at the option of Landlord, Tenant shall be deemed to have assigned this Lease in violation of the terms herein contained, and shall be in default hereof, and Landlord shall be entitled to the remedies set forth in this Lease.

16.02 Subleases. Tenant, in the normal course of business, may sublease all or any portion of the Premises, or allow any other person, firm or corporation to occupy or use all or any portion of the Premises, without first obtaining Landlord's written consent, provided that Tenant notifies Landlord not less than thirty (30) days prior to such sublease or occupancy and the Subtenant shall also agree to defend and indemnify the Town in the event of loss or injury. Any sublease without such notice shall be voidable and, at Landlord's election, constitute a default under this Lease. No subleasing shall in any way affect or reduce any of the obligations of Tenant under this Lease.

17. Default and Remedies.

17.01 Tenant shall be in default under this Lease upon the occurrence of any of the following events or conditions: (i) Tenant's failure to pay Base Rent, Additional Rent or make any required other payments at the times and in the manner provided for herein, such failure having continued for a period of five (5) days (no notice of such nonpayment shall be required as to Base Rent to be given by Landlord to Tenant); (ii) Tenant's failure to perform or fulfill any other term, condition or agreement contained or referred to herein, on the part of Tenant to be

performed or fulfilled, such failure having continued for a period of thirty (30) days after notice thereof shall have been given by Landlord to Tenant; (iii) Tenant generally does not pay Tenant's debts as they become due or admits in writing an inability to pay such debts, or makes a general assignment for the benefit of creditors; (iv) Tenant commences any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of Tenant or Tenant's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for Tenant or for all or any substantial portion of Tenant's property; (v) if any case, proceeding or other action against Tenant is commenced seeking to have an order for relief entered against Tenant as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of Tenant or Tenant's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for Tenant or for all or any substantial portion of Tenant's property, and such case, proceeding or other action results in the entry of an order for relief against it which is not fully stayed within ten (10) business days after the entry thereof, or remains un-dismissed for a period of forty-five (45) days; (vi) if the leasehold interest hereby created is levied upon by execution or taken by process of law; or (vii) the liquidation, dissolution or termination of existence of Tenant.

17.02 In the event of default, it shall be lawful for Landlord thereupon, or at any time thereafter, at Landlord's option, with process of law, to exercise all rights and remedies available at law or in equity and to terminate this Lease and to enter upon the Premises and to expel Tenant and those claiming under Tenant, without being guilty of any manner of trespass, and thenceforth peacefully and quietly hold and enjoy the Premises as if this Lease had not been made; without prejudice, however, to any right to sue for and recover any rent and other sums then due under this Lease, or to any claim for damages or right of action or remedy for any preceding breach of any covenant, agreement or condition herein contained which Landlord might otherwise have or use. To the extent not in contravention of then existing applicable law, in no event shall Landlord be obligated to mitigate all or any portion of Landlord's damages.

17.03 Upon the termination of this Lease under any provision contained in Section 17.01, or if this Lease is otherwise terminated by operation of law or as a result of any default or breach of any obligation of Tenant, Tenant shall nevertheless remain liable for all Rent (including, without limitation, Pilot payments, and all other payments or amounts deemed to be Additional Rent hereunder) then due and payable hereunder as of the date of the termination of this Lease, together with all damages due or sustained by Landlord prior to such termination or arising as a result of events or conditions occurring or in existence during the term of this Lease and prior to or after such termination, and all reasonable costs, fees and expenses incurred by Landlord in pursuit of, or in the collection of its remedies under the Lease or under any law, or in leasing or attempting to lease all or any portion the Premises to others from time to time (including, without limitation, all repossession costs, brokerage commissions, reasonable attorneys' fees in connection with the foregoing matters, and all costs of all alterations, repairs, and decorations as Landlord, in its reasonable judgment, considers necessary or advisable in connection with such reletting) (all such rent, damages, costs, fees and expenses being referred to herein as the "Termination Damages") and, in addition thereto, additional damages (the

"Additional Damages"), which, at the election of Landlord, shall be either of the following:

(i) an amount or amounts equal to all Rent including, without limitation, Base Rent and all Additional Rent) which, but for termination, would have been payable to Landlord over the remainder of the term of this Lease, reduced by the amount of Rent, if any, which Landlord actually receives from time to time during such period from others to whom the Premises may be rented from time to time. Landlord may, but shall not be obligated to attempt to collect any rental or other payment obligation, from any other party renting all or any portion of the Premises, by litigation or otherwise. Additional Damages shall be computed and payable in monthly installments, with interest on any amount in arrears at the maximum rate of interest per year permitted by law, in arrears, on the first day of each calendar month following termination of the Lease and shall continue to become due and payable in monthly installments until the date on which the term of this Lease would have expired but for such termination and any and all amounts due and payable hereunder, including any amounts in arrears, shall be a continuing liability of Tenant thereafter, and interest thereon shall accrue at the maximum rate of interest per year permitted by law, until Tenant discharges same by payment to Landlord of the amount due, and any suit or action brought from time to time to collect any such Additional Damages for any month or months shall not in any manner prejudice the rights of Landlord to collect any Additional Damages for any subsequent month or months by a similar proceeding. There shall be added to any payment required to be made hereunder, as additional Damages, all reasonable costs, fees, and expenses incurred by Landlord during the month preceding the due date of such payment, in pursuit of, or in the collection of any of its remedies under this Lease, or under any law, or in leasing or attempting to lease the Premises to others (including, without limitation, all repossession costs, brokerage commissions, fees for legal services in connection with such reletting, and all costs of all alterations, repairs, and decorations as Landlord considers necessary or advisable in connection with such reletting); or

(ii) an amount equal to the present value (as of the date of such termination) of all Rent (including, without limitation, Base Rent and Additional Rent) which, but for termination of this Lease, would have become due during the remainder of the term of this Lease, in which case such Additional Damages shall be payable to Landlord in one lump sum on demand made by Landlord at any time and shall bear interest at the maximum rate of interest per year permitted by law from the date of termination until paid. For purposes of this clause (ii), present value shall be computed by the application of a discount rate equal to the discount rate in effect at the Federal Reserve Bank nearest to the location of the Premises as of the date of determination.

17.04 In addition, if this Lease is terminated under any provision contained in Section 17.01, or as a result of any default or breach of any obligation of Tenant, Landlord may, but shall not have any obligation to relet the Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the term of this Lease) and upon such terms and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its uncontrolled discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of the failure by Landlord to relet the Premises or any failure by Landlord to collect any rent due upon such reletting, and Tenant, to the extent

Tenant may lawfully do so, hereby waives all right to require Landlord to relet the Premises or otherwise mitigate its damages.

17.05 Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove for and obtain in proceedings under any federal or state laws relating to bankruptcy or insolvency or reorganization or arrangement by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than the amount of the loss or damages referred to above.

17.06 Any and all rights and remedies which Landlord may have under this Lease, and at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

17.07 In the event of default, this Lease shall not, except at the option of Landlord, continue for the benefit of any attaching creditor, assignee for the benefit of creditors, permanent receiver, or trustee in bankruptcy.

17.08 In the event of default, in addition to any other sums due to Landlord hereunder, Tenant shall pay for all of Landlord's attorneys' fees and all other expenses incurred in connection with enforcing its rights hereunder.

18. **Other Rights and Responsibilities of Landlord.** Landlord and its authorized representatives shall have the right to enter upon the Premises at all reasonable times with reasonable notice for any of the following purposes: (i) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (ii) to give any notice required or permitted to be given to Tenant hereunder; or (iii) for any other lawful purpose.

19. **Landlord's Exculpation.** Except when occasioned by Landlord's gross negligence or willful misconduct, Landlord shall have no responsibility or liability whatsoever for defects, delays, lapses or cessations in or of any services provided by Landlord, and in any event, to the greatest extent permissible by applicable law, Landlord shall have no liability whatsoever for incidental or consequential damages, including, without limitation, damages resulting from any defects, delays, lapses or cessation in or of any services.

20. **Surrender; Holdover.**

20.01 At the expiration or sooner termination of this Lease, Tenant shall peaceably surrender the Premises in good order, condition and repair, excepting reasonable wear and tear and excepting damage by fire or other casualty which has been insured against.

20.02 If Tenant remains in possession of the Premises after the expiration of the term of this Lease and continues to pay rent without any express agreement as to holding over,

Landlord's acceptance of rent shall be deemed an acknowledgment of Tenant's holding over upon a month-to-month tenancy; subject, however, to all of the terms and conditions of this Lease except as to the term hereof.

20.03. If Tenant remains in possession of the Premises after the expiration of the term of this Lease, whether as a month-to-month tenant pursuant to Section 20.02 or otherwise, and Landlord at any time declines to accept the rent at the rate specified herein, Tenant's holding over thereafter shall be deemed to be as a tenant at sufferance. Tenant nevertheless be subject to all of the terms and conditions of this Lease except as to the term hereof.

21. Quiet Enjoyment. Upon paying the rent and all other payments required to be made by Tenant hereunder, and upon Tenant's performing and fulfilling all of the terms, conditions or agreements on its part to be performed and fulfilled, Tenant shall quietly have and enjoy the Premises during the term of this Lease without lawful hindrance by any person claiming by, through or under Landlord.

22. Waivers. The failure of Landlord to insist in any one or more instances upon the strict and literal performance of any of the agreements, terms, or conditions of this Lease or to exercise any option of Landlord herein contained, shall not be construed as a waiver for the future of such term, condition, agreement or option. The receipt by Landlord of rent with knowledge of the breach of any term, condition, or agreement shall not be deemed to be a waiver of such breach. The receipt by Landlord of rent after the giving of any notice required to be given to Tenant by law or by the terms of this Lease shall not in any way affect the operation of such notice.

23. Notices. No notice, approval, consent or other communication permitted or required to be given by this Lease shall be effective unless the same is sent postage prepaid, by United States registered or certified mail, return receipt requested, to the other party at the respective addresses set forth on page 1 above, or to such other address as either party may designate by notice to the other party.

24. Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Rhode Island, without resort to its conflicts of laws rules.

25. Successors and Assigns. This Lease shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. References herein to the parties shall be deemed to include their respective successors and permitted assigns.

26. Entire Agreement. This Lease contains all of the agreements of the parties hereto, hereby expressly supersedes any and all prior written or oral leases, agreements or understandings and may not be modified or amended except by written agreement.

27. Notice to Mortgagee(s). After receiving written notice from any person, firm or other entity that it holds a leasehold mortgage which includes as part of the mortgaged premises the Premises, Landlord shall, as long as such mortgage is outstanding, give such holder the same

notice as is required to be given to Tenant under the terms of this Lease; but such notice may be given by Landlord to Tenant and such holder concurrently.

28. Assignment of Rents. With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of any mortgage on the Premises, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, shall not be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by written notice sent to Tenant, specifically otherwise elect.

29. Mechanics' Liens. Tenant agrees to immediately discharge (either by payment or by filing the necessary bond, or otherwise) any mechanics', materialmen's or other lien(s) on the Premises and/or Landlord's interest therein, which liens may arise out of any payment due, or purported to be due, for any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon or about the Premises. Landlord shall not be deemed to have consented to the placing of a lien on the Premises by any person dealing with Tenant.

30. No Brokers. Tenant and Landlord warrant and represent, each to the other, that they have dealt with no broker in connection with the consummation of this Lease. In the event of any brokerage claims against Landlord predicated upon prior dealings with Tenant named herein by any other broker, Tenant shall defend the same and indemnify Landlord against any such claim.

31. Provisions Binding; Limitation on Landlord's Liability, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. The obligations of Landlord shall be binding only upon and recourse to Landlord shall be limited solely to, the assets of Landlord which comprise the Premises. Landlord's officials and employees shall not be personally liable and Tenant shall look solely to Landlord's interest in the Premises in pursuit of its remedies. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment as required by the provisions hereof.

32. Estoppel Letter. Upon not fewer than ten (10) days' prior notice by either party from time to time, the other party shall execute, acknowledge and deliver a statement in writing certifying that this Lease is unmodified and in full force and effect. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Premises or Leasehold Interest, or any portion thereof, or any prospective assignee of any such mortgage.

33. Signs. Tenant or any subtenant shall not place any other sign or placard upon any portion of the exterior of the Buildings or any other structures located on the Premises, except to advertise Tenant's or subtenant's own business and then only in such place and manner and of such style, form, character, content and size as shall have been approved in writing by Landlord,

in Landlord's reasonable discretion. Tenant shall be responsible for obtaining all permits for any signs, including from boards or commissions of the Town of Bristol and no guarantee of such regulatory approval shall be inferred by the consent of the Town of Bristol in its role as Landlord.

34. Joint and Several Liability. If Tenant is composed of more than one (1) signatory or entity to this Lease, then each signatory or entity shall be jointly and severally liable with each other signatory or entity for payment and performance according to this Lease.

35. Recording. Each party agrees, upon the request of the other, to execute a memorandum of this Lease for purposes of recording in the Land Evidence Records.

36. No Construction against Drafting Party. Landlord and Tenant hereby acknowledge that each of them and their respective legal counsel have had an opportunity to review this Lease and that the normal rules of construction against the drafting party shall not apply.

37. No Accord and Satisfaction. Landlord shall be entitled to accept, receive and cash or deposit any payment made by Tenant, for any reason or purpose or in any amount whatsoever, and apply the same, at Landlord's option, to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedies.

38. Landlord's Right to Cure. If Tenant shall have at any time defaulted in the performance of any obligation under this Lease, Landlord shall have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation. In performing such obligation, Landlord may make any payment of money or perform any other act that Landlord deems necessary, in Landlord's sole discretion. All sums so paid by Landlord (together with interest at the lesser of eighteen percent (18%) per annum or the maximum rate per annum permitted by law, and necessary incidental costs and expenses in connection with the performance of any such act by Landlord), shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of Landlord's rights or releasing Tenant from any of Tenant's obligations under this Lease.

39. Use of Hazardous Material.

39.01 Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises (which term, for purposes of this **Section 39**, includes the Premises and all other buildings and improvements located on or forming a part of the Land) by Tenant, its agents, employees, contractors or invitees, without Landlord's prior written consent, which consent Landlord shall not unreasonably withhold so as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to

Tenant's business and shall be used, kept, stored and disposed of in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises.

39.02 If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material in the Premises caused or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs, then Tenant shall indemnify, protect, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the term hereof as a result of such contamination. This indemnification shall apply to any and all discharges, contamination or damage. This indemnification by Tenant of Landlord shall survive the termination of this Lease and shall include, without limitation, all costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material present in the soil, surface water or ground water on, near or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material in the Premises caused or permitted by Tenant results in any contamination of the Premises, or has resulted in any contamination of the Premises as a result of Tenant's prior use or occupancy of the Premises, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

39.03 As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

39.04 Landlord and Landlord's agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with the terms of this Lease, Landlord shall have the right to immediately enter upon the Premises to remedy any contamination caused by Tenant's failure to comply notwithstanding any other provision of this Lease. Landlord shall use reasonable efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby.

39.05 Any default under this Section 39 shall be a material default enabling Landlord to exercise any of the remedies set forth in this Lease.

39.06 Removal of Above-Ground Storage Tank. Landlord agrees to cause the existing above-ground storage tank to be removed from the Premises prior to Tenant's

occupancy of the Premises.

40. Right of First Refusal. In consideration of the execution by Tenant of this Lease, Landlord hereby grants to Tenant a right of first refusal with respect to the purchase of the Premises, on the following terms and conditions.

40.01 For the purpose of this Section, the following terms shall have the following meanings:

- Proposed Purchaser: The offeror or purchaser under an "Offer to Purchase," as hereinafter defined.
- Offer to Purchase: A bona fide, binding written offer from a person or entity not affiliated with Landlord to purchase the Premises, running to Landlord, which identifies the Proposed Purchaser and which Landlord, in its sole discretion, desires to accept.
- Offer Notice: A written notice given by Landlord to Tenant notifying Tenant that Landlord has received an Offer to Purchase and offering to sell the Premises to Tenant on the terms of such Offer to Purchase, which notice shall include a copy of the Offer to Purchase and all exhibits or other documents referred to or incorporated therein.
- Acceptance Notice: A written notice given by Tenant to Landlord setting forth Tenant's agreement to purchase the Premises on the terms set forth in the Offer Notice and the accompanying Offer to Purchase.

40.02 Landlord shall not, at any time during the Term of this Lease, convey or transfer title to the Premises, or any part thereof, except pursuant to an Offer to Purchase nor except in accordance with all of the terms and conditions contained in this Section. If, during the Term of this Lease, Landlord receives an Offer to Purchase, Landlord shall give an Offer Notice to Tenant, including a copy of the Offer to Purchase and all exhibits or other documents referred to therein. Tenant shall have thirty (30) days from the date the Offer Notice is given within which to give an Acceptance Notice to Landlord. If Tenant so gives an Acceptance Notice to Landlord, Landlord shall sell the Premises to Tenant, and Tenant shall buy the Premises from Landlord, on such terms and conditions; the closing on such purchase and sale shall be at the offices of the Landlord at 11:00 A.M. on that date which is thirty (30) days after the mailing of such notice by Tenant (or, if said thirtieth day is not a Business Day, on the next Business Day thereafter). In the event that Tenant gives an Acceptance Notice in accordance with the provisions of this Section but thereafter defaults in the performance of its obligation so to purchase the Premises, this Section shall be of no further force and effect, and such default, at the sole option of the Landlord, shall constitute a default under this Lease.

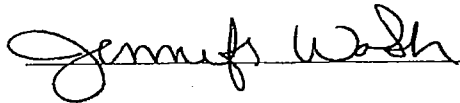
40.03 If Tenant does not give an Acceptance Notice to Landlord within said thirty (30) day period (or if Tenant by notice to Landlord earlier waives its right to purchase), Landlord shall be free, for a period of one hundred and eighty (180) days after the end of such thirty (30)-day period (or for one hundred and eighty days after Tenant gave such waiver, as the case may be), to convey the Premises to any purchaser on the terms and conditions set forth in the Offer to Purchase, and in the event of such conveyance this Section shall be of no further force and effect. If Landlord does not so convey the Premises within the applicable 180-day period, the Premises shall remain subject to this Section and may not thereafter be conveyed without first being offered to Tenant in the manner provided above.

40.04 The right of first refusal set forth herein shall not prevent the mortgaging of the Premises, and the right of Tenant hereunder to purchase the Premises shall not apply to the foreclosure of any mortgage or other security interest held by any institutional lender on or in the Premises or to any conveyance in lieu of the foreclosure thereof; provided, however, that any mortgage shall be subject hereto, as shall title in the hands of a successor to the title to the Premises taking upon foreclosure, or in lieu of foreclosure, throughout the Term of this Lease.

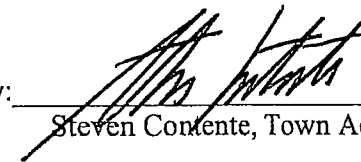
40.05 Time is of the essence for this lease, including for this Section. All notices given hereunder shall be given in the manner and shall be effective as provided in Section 23 of this Lease. Tenant may not assign this right of first refusal, except in connection with an assignment of Tenant's entire interest under this Lease in accordance with the provisions of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the day and year first above written.

Witness:



LANDLORD:
THE TOWN OF BRISTOL

By: 
Steven Contente, Town Administrator

Duly authorized by Town

Council vote of APRIL 5, 2017

TENANT:
GLADDING SHOPS, LLC


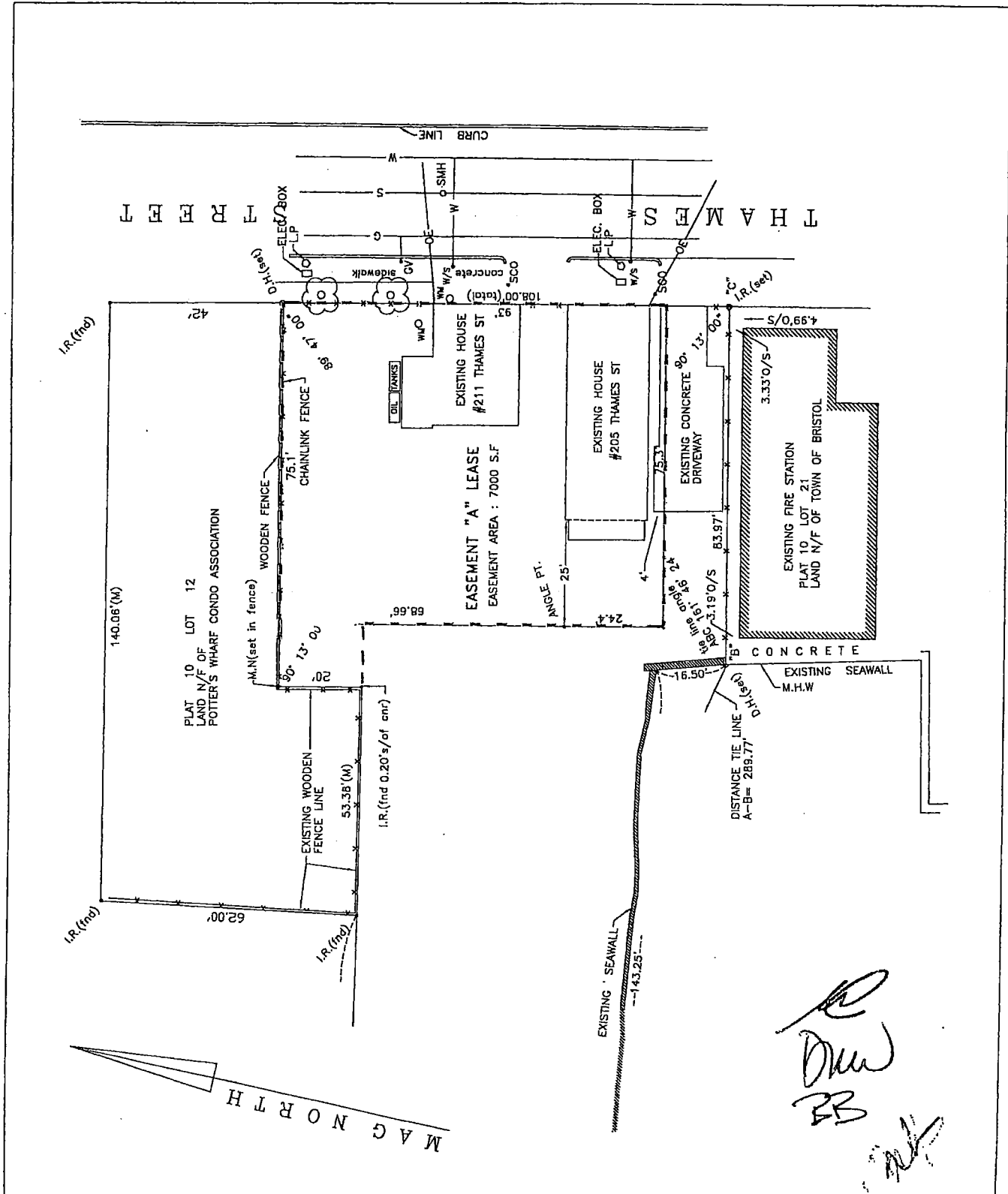

By: Marianne Bergenholtz
Title: Partner, Gladding Shops, LLC

EXHIBIT -A

Document Number 00003472
BOOK 1918 PAGE 219



Plan to illustrate lease area and does not constitute approval of a subdivision.
David Williamson
Administrative Officer November 16, 2017

EXHIBIT B

THIS DOCUMENT
IS THE PROPERTY OF
THE ARCHITECTURAL RECORD COMPANY
AND IS NOT TO BE REPRODUCED OR
TRANSMITTED IN ANY FORM OR BY ANY
MEANS, ELECTRONIC OR MECHANICAL,
INCLUDING PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION STORAGE
AND RETRIEVAL SYSTEM, WITHOUT
PERMISSION IN WRITING FROM THE
ARCHITECTURAL RECORD COMPANY
1000 Broadway, New York, NY 10003
Tel: 212-512-1000

EXISTING CONDITIONS FOR:

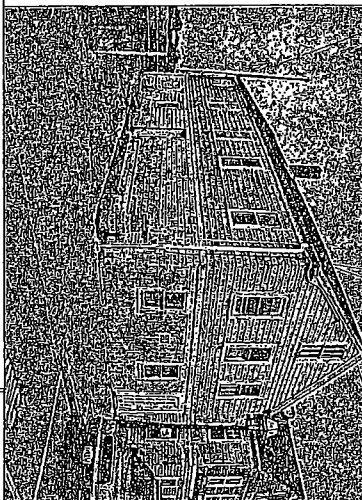
GLADDING PROPERTY

205 THAMES STREET, BRISTOL RI 02809

Gladding Shops, LLC

385 High Street, Bristol Rhode Island 02809

ISSUED FOR: OWNER INFORMATION (06-06-17)

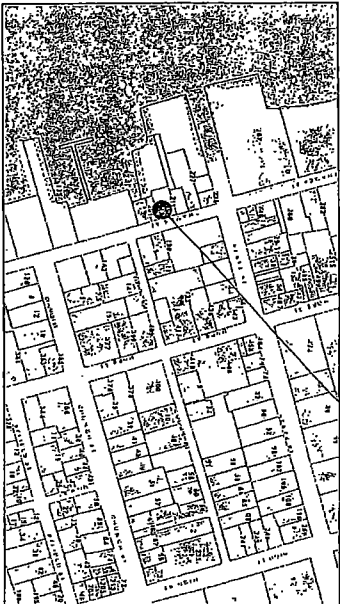


PROJECT DRAWING LIST

ARCHITECTURAL	
AS	TITLE SHEET
AS	EXISTING FIRST AND SECOND FLOOR PLANS
AS	EXISTING THIRD FLOOR AND ROOF PLANS
AS	ELEVATIONS
AS	SECTION
AS	BUILDING SECTIONS

LOCUS MAP

PROJECT LOCATION
TAX ID: 10-20 BOOK: 1723 PAGE: 96

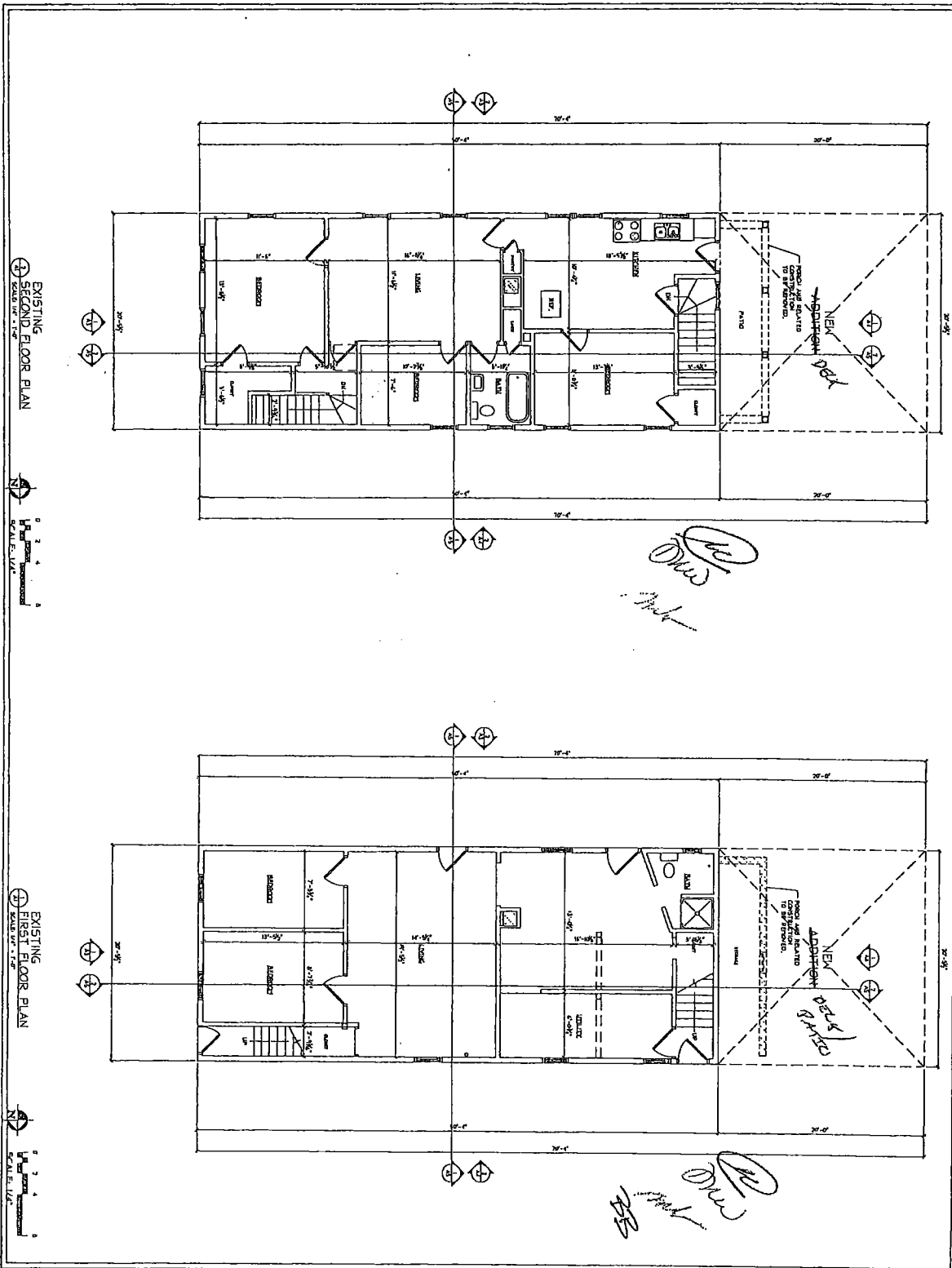


PROJECT DIRECTORY

OWNER
GLADDING SHOPS, LLC.
385 HIGH STREET
BRISTOL RI 02809

ARCHITECT
JHC TECTURE A.E. P.C.
HORWELL STUDIO
97 MAIN STREET
HORWELL NY 14843
607-524-4329
BRISTOL STUDIO
150 HIGH STREET
BRISTOL, RI 02809
401-396-9630

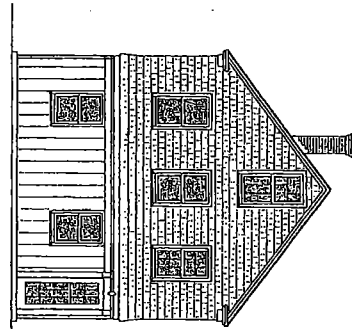
Project: 205 Thames St. Bristol, RI 02809
Owner: Gladding Shops, LLC
Architect: J.H.L. Architecture, P.C.
Date: 01/15/2015
Sheet: 7320A



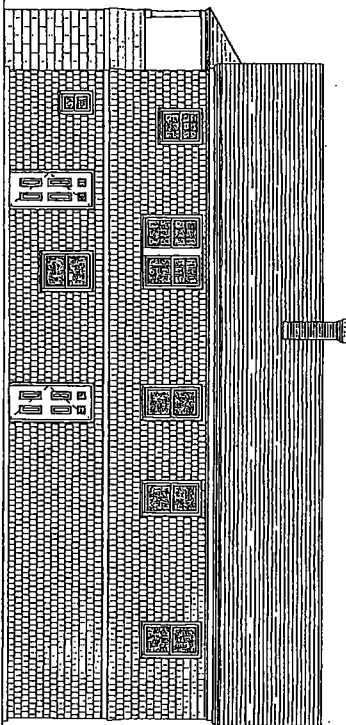
EXISTING CONDITIONS FOR: 205 THAMES ST BRISTOL RI Gladding Shops, LLC 385 High Street Bristol, Rhode Island 02809		ISSUED FOR: OWNER INFORMATION J.H.L. ARCHITECTURE, P.C. 180 High Street • Bristol RI 02809 401.386.8800 • Fax 401.416.0075		REVISION DESCRIPTION DATE BY	
EXISTING FIRST AND SECOND FLOOR PLANS DATE: 01/15/2015 DRAWN BY: J.H.L. CHECKED BY: J.H.L. PROJECT NUMBER: 7320A		7320A A1		1. Additions and alterations to existing structure. 2. Structural steel reinforcement. 3. Foundation reinforcement. 4. Roofing and waterproofing. 5. Mechanical, electrical, and plumbing systems. 6. Interior finishes and fixtures. 7. Exterior finishes and landscaping. 8. Site work and grading. 9. Other work as indicated on drawings.	

Filing Station
marked by spot
Dry film: 8113W (drying property) 100% Thomas & McKeen
Printed: Jan 26, 1972 - 10:00

Profile
 AutoCAD Application (16 segments)
 Model: Jig - DCSA30P-01



FRONT (EAST) ELEVATION



⑦ SIDE (SOUTH) ELEVATION
SCALE: 1" = 1'-0"

ELEV. 2-1
 ROAD PEAR

THIRD FLOOR

SECOND FLOOR

FAST FLOOR (FURN)
ELEV. 0'-0"
FAST FLOOR (FURN)

$$\frac{\phi_{\text{H.E.V.}} 15^\circ \text{J}}{\text{ROOF PLATE}} = \dots\dots\dots$$

21.6 V. $\mu\text{F} = 7^{\circ}$
THIRD FLOOR

FLY. 4'-0 1/2"
SECOND FLOOR

ELEV. 0'-2"
FIRST FLOOR (TRAIN)
ELEV. 0'-0"
FIRST FLOOR (LOD)

1. **CONSUMER RIGHTS**
2. **CONSUMER PROTECTION**
3. **CONSUMER POLICY**
4. **CONSUMER AWARENESS**
5. **CONSUMER EDUCATION**
6. **CONSUMER MOVEMENT**
7. **CONSUMER ORGANIZATIONS**
8. **CONSUMER ACTIVITIES**
9. **CONSUMER RESPONSIBILITIES**
10. **CONSUMER INTERESTS**
11. **CONSUMER NEEDS**
12. **CONSUMER WANTS**
13. **CONSUMER DESIRES**
14. **CONSUMER REQUIREMENTS**
15. **CONSUMER EXPECTATIONS**
16. **CONSUMER PERCEPTIONS**
17. **CONSUMER ATTITUDES**
18. **CONSUMER BELIEFS**
19. **CONSUMER OPINIONS**
20. **CONSUMER REACTIONS**
21. **CONSUMER BEHAVIOR**
22. **CONSUMER CHOICES**
23. **CONSUMER DECISIONS**
24. **CONSUMER ACTIONS**
25. **CONSUMER REACTIONS**
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27. **CONSUMER CHOICES**
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92. **CONSUMER CHOICES**
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94. **CONSUMER ACTIONS**
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96. **CONSUMER BEHAVIOR**
97. **CONSUMER CHOICES**
98. **CONSUMER DECISIONS**
99. **CONSUMER ACTIONS**
100. **CONSUMER REACTIONS**

190 High Street • Bristol RI 02802
401.396.9630 • Fax 401.410.0079

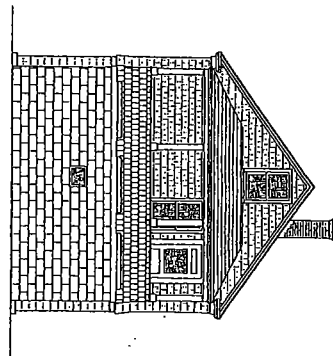
ISSUED FOR:
OWNER INFORMATION

EXISTING
CONDITIONS
FOR:
205 THAMES ST
BRISTOL RI
Gladding, Shopp, LLC.
383 High Street
Bristol, Rhode Island 02809
ELEVATIONS

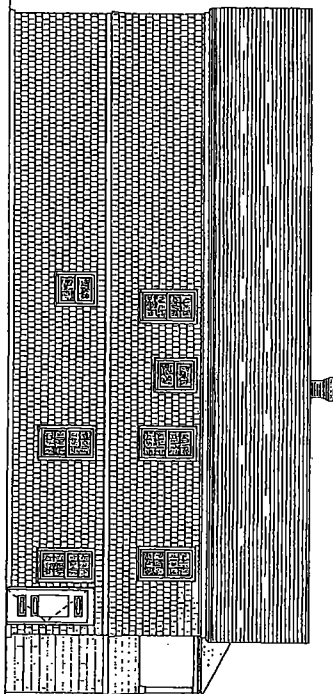
DATE: 06-04-17	DRAWING NUMBER:
SHEET: 43 NOTED	
DRAWN BY: AK	A3
PROJECT NUMBER:	
7320A	

[illegible]

Profile:
 100% Architecture (no ground)
 100% 3D-Modeling



④ BACK (WEST) ELEVATION
SCALE: 1" = 1'-0"

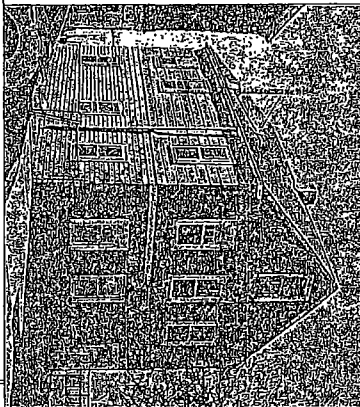


③ SIDE (NORTH) ELEVATION
SCALE 1/4" = 1'-0"

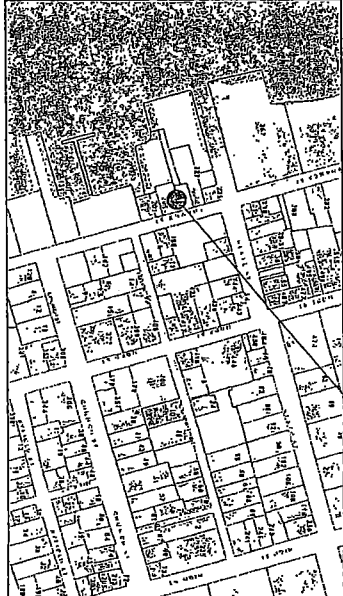
$\frac{E_{\text{AV}}}{\text{ROOF PEAK}}$

Planning Department 100 North Main Street, 3rd Floor Providence, RI 02903-4201 Phone: 401-863-7000	Public Information (24 hours) 100 North Main Street, 3rd Floor Providence, RI 02903-4201 Phone: 401-863-7000
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EXISTING CONDITIONS FOR:
GLADDING PROPERTY
211 THAMES STREET, BRISTOL RI 02809
 Gladding Shops, LLC
 385 High Street, Bristol Rhode Island 02809
 ISSUED FOR: OWNER INFORMATION (06-06-17)



LOCUS MAP



PROJECT DIRECTORY

OWNER
 GLADDING SHOPS, LLC.
 385 HIGH STREET
 BRISTOL RI 02809

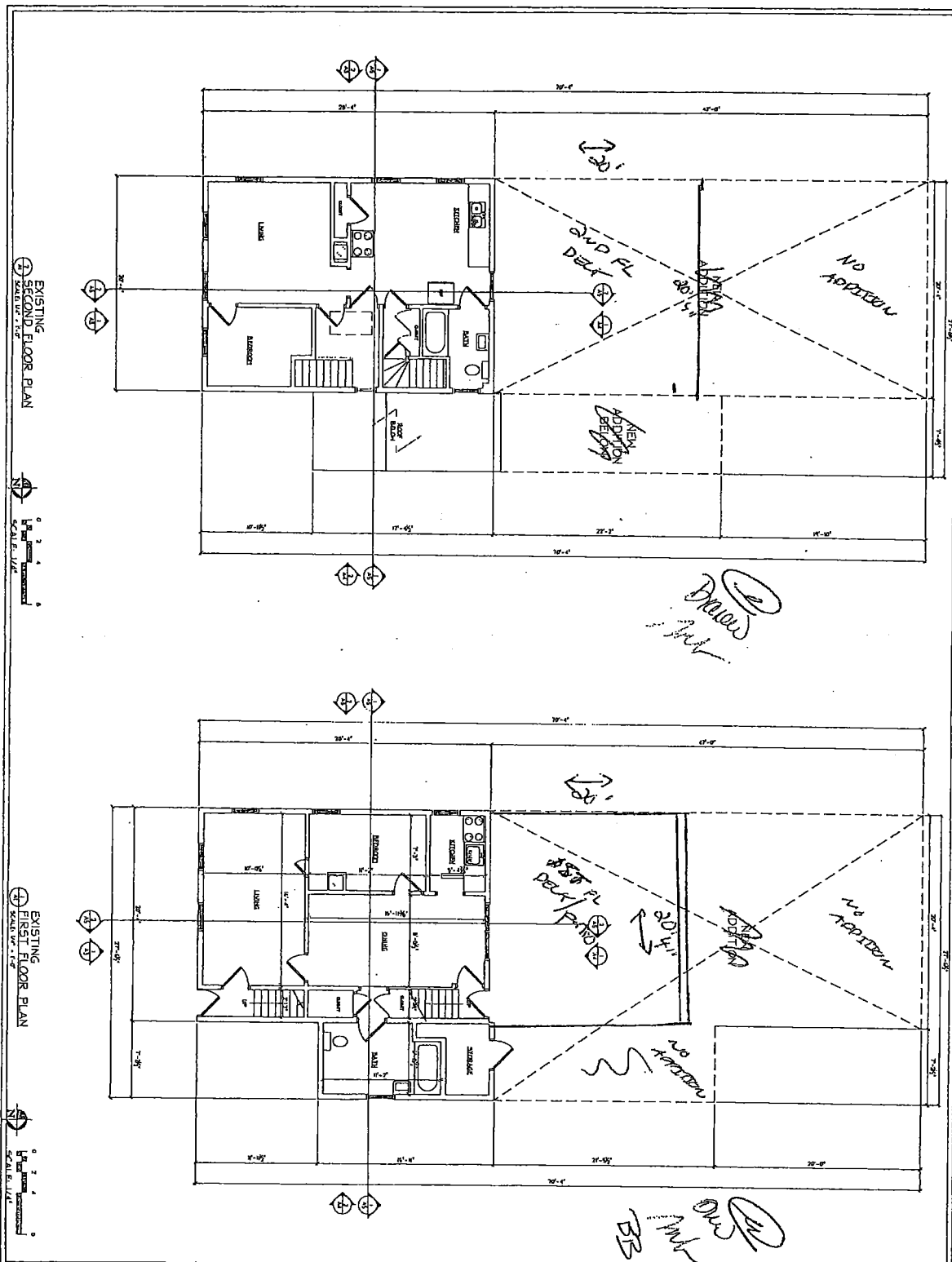
ARCHITECT
 JHL TECTURE A.E. P.C.
 HORNEILL STUDIO
 97 MAIN STREET
 HORNEILL NY 14843
 607-324-4329

BRISTOL STUDIO
 160 HIGH STREET
 BRISTOL, RI 02809
 401-396-9630

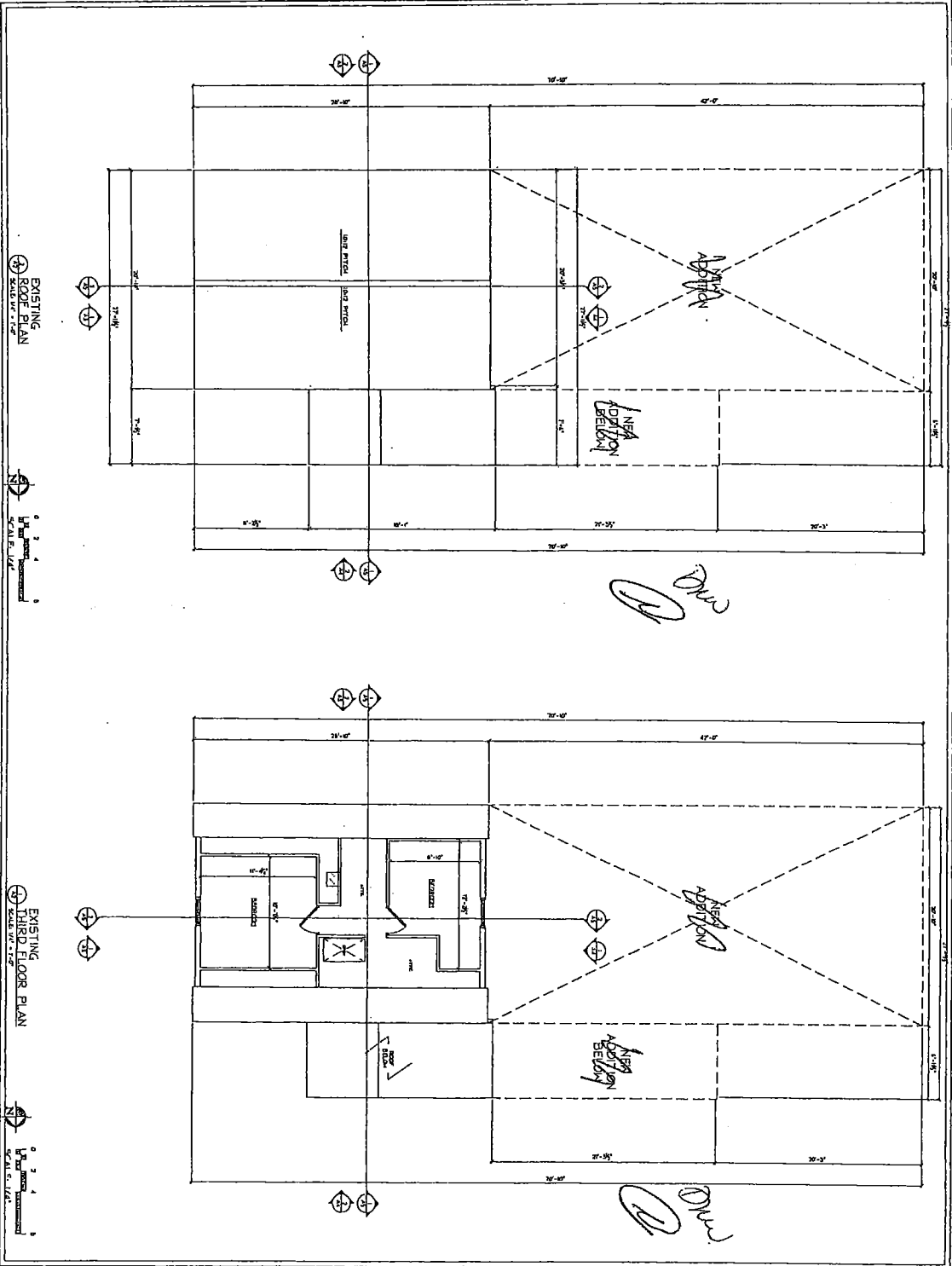
PROJECT DRAWING LIST

ARCHITECTURAL
10 SITE PLAN
11 EXISTING FIRST AND SECOND FLOOR PLANS
12 EXISTING THIRD FLOOR AND ROOF PLANS
13 ELEVATIONS
14 BUILDING SECTIONS

Pushing Parameters Partial Run and Debug File: A:\11171-Globaling\Programs\JPM Thomas\SWP\SWP3\SWP3L64 Package: April 04, 2011 = 0410m	Profile: AntiCAD Application [USB Importer] Model: AA-10CMCTP-01
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[illegible]

Project Name: 211 THAMES ST BRISTOL RI
Project No: 7320B
Scale: AS SHOWN
Drawing No: 1918-228



EXISTING CONDITIONS FOR:
211 THAMES ST
BRISTOL RI

Gladling Shops, LLC
385 High Street
Bristol, Rhode Island 02809

EXISTING
THIRD FLOOR AND
ROOF PLANS

7320B A2

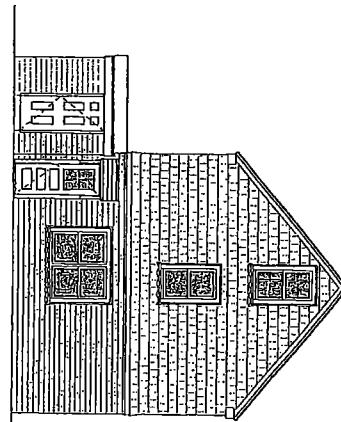
J.H.L. ARCHITECTURE
ARCHITECT-ENGINEER, P.C.
180 High Street • Bristol RI 02809
401.386.0300 • Fax 401.410.0079

ISSUED FOR:
THIS SET OF ARCHITECTURAL DRAWINGS IS FOR THE EXISTING CONDITIONS AND CONSTRUCTION PURPOSES.

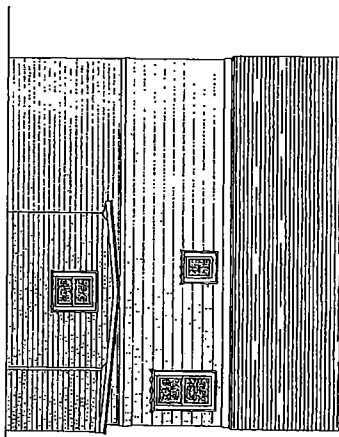
NOTES:
1. ALL EXISTING CONDITIONS ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.
2. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2018 RI BUILDING CODE.
3. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2018 RI PLUMBING CODE.
4. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2018 RI ELECTRICAL CODE.
5. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2018 RI MECHANICAL CODE.
6. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2018 RI FIRE CODE.
7. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2018 RI SAFETY CODE.
8. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2018 RI HEALTH CODE.
9. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2018 RI ENVIRONMENTAL CODE.
10. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2018 RI TRANSPORTATION CODE.

Planning Personnel
 Planned By: [redacted]
 Sup. By: [redacted]
 Planned: [redacted]

Product:
AutoCAD Architecture (MS Windows)
Model: 30-05341 (SP-03)



① BACK (WEST) ELEVATION
SCALE 1/4" = 1'-0"



② SIDE (NORTH) ELEVATION
SCALE 1/4" = 1'-0"

THIRD FLOOR

SECOND PLACE

FIRST FLOOR (MEAN)
ELEV. 0'-0"

ROOF PLAN

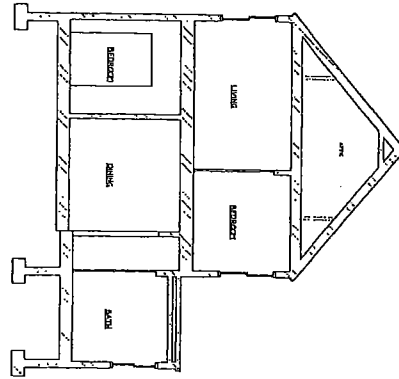
CELL: 11-11-11
THIRD ROOM

SECOND LOOK _____

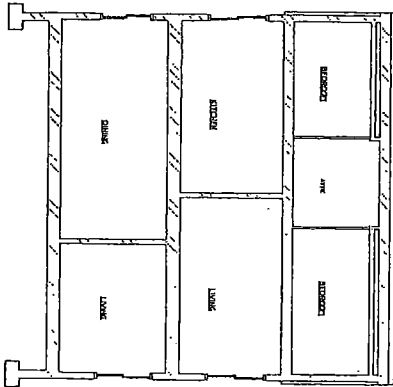
ELEV. 0'-0"
FIRST FLOOR (HCU)
ELEV. 0'-0"
FIRST FLOOR (MAIN)

[illegible]

Project: 00003472
Drawing: 00003472-01
Scale: 1/8" = 1'-0"



⊕ BUILDING SECTION
SCALE 1/8" = 1'-0"



⊕ BUILDING SECTION
SCALE 1/8" = 1'-0"

⊕ 1/8" = 1'-0" (Living)

⊕ 1/8" = 1'-0" (Dining)

⊕ 1/8" = 1'-0" (Kitchen)

⊕ 1/8" = 1'-0" (Living)

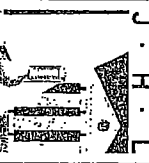
⊕ 1/8" = 1'-0" (Living)

⊕ 1/8" = 1'-0" (Living)

⊕ 1/8" = 1'-0" (Living)

⊕ 1/8" = 1'-0" (Living)

REVISIONS
1. 01-27-11 J.H.L. 1. 01-27-11 J.H.L. 1. 01-27-11 J.H.L.
2. 01-27-11 J.H.L. 2. 01-27-11 J.H.L. 2. 01-27-11 J.H.L.
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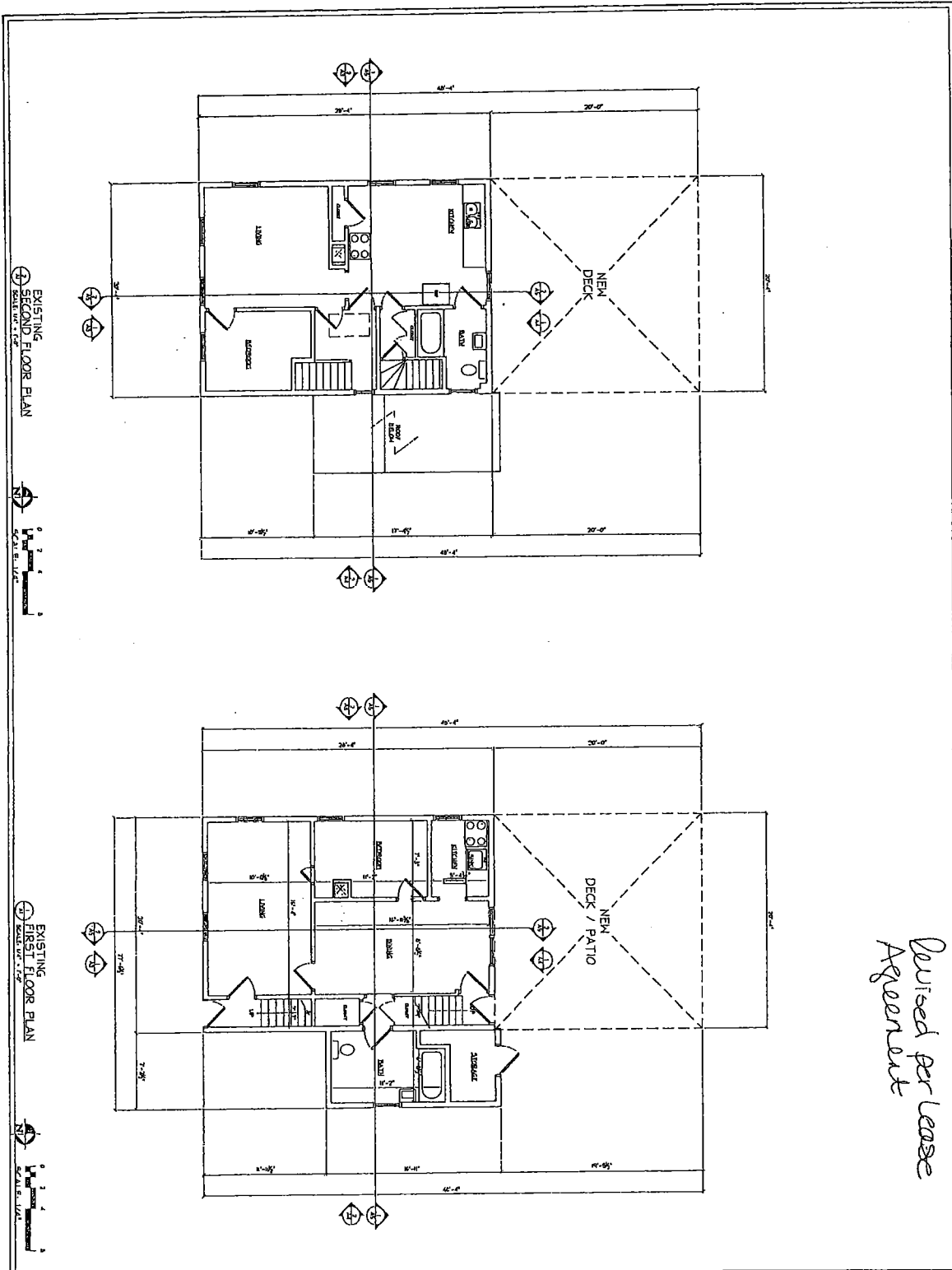
J.H.L. ARCHITECTURE
100 High Street • Bristol, RI 02809
(401) 863-8888 • FAX (401) 863-8889

ISSUED FOR:
OWNER INFORMATION
THIS DRAWING IS FOR INFORMATION PURPOSES ONLY.
IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

EXISTING
CONDITIONS
FOR:
211 THAMES ST
BRISTOL, RI
Gladling Ships, LLC.
355 High Street
Bristol, Rhode Island 02809

DATE: 01-27-11
DRAWN BY: J.H.L.
CHECKED BY: J.H.L.
7320B A5

Printing Parameters Printed At: [redacted] Day: Thu - 8/17/2023 Page: 1 of 1 Date: 8/17/2023	Print Job: [redacted] Print Date: 8/17/2023 Print Time: 10:10:10 AM Print User: [redacted]
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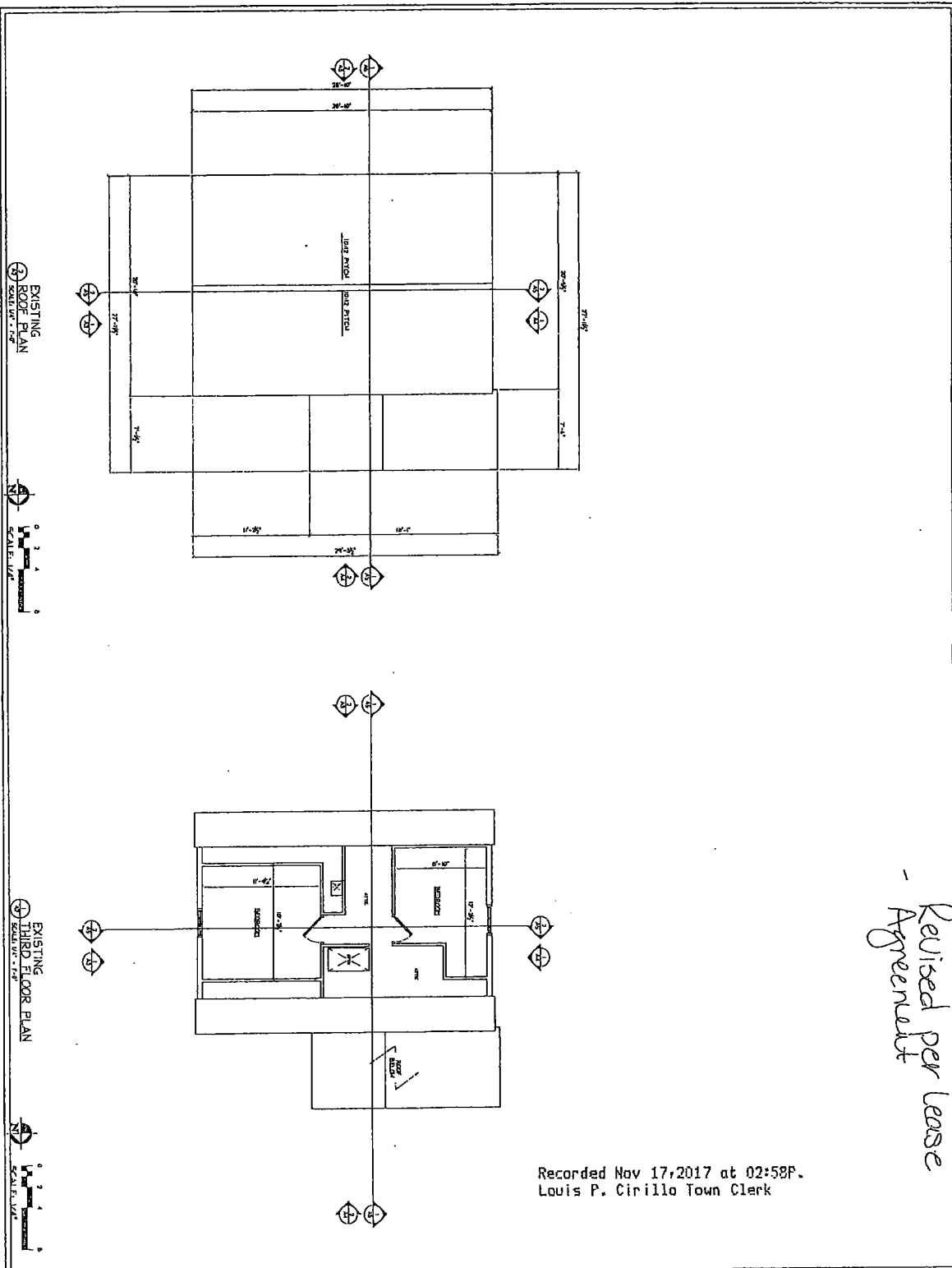


Revised per lease Agreement

[illegible]

	<p>ARCHITECTURE INTERIOR DESIGN ENGINEERING, P.C.</p>	<p>100 High Street • Bristol, RI 02809 401-338-8881 • FAX 401-338-8882</p>	<p>OWNER INFORMATION</p>	<p>ISSUED FOR:</p>	<p>THIS IS A PRELIMINARY CONCEPT DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION PERMITS</p>	<p>EXISTING CONDITIONS</p>	<p>FOR: 211 THAMES STREET BRISTOL, RI</p>	<p>Gladding Shops, LLC, 318 High Street Bristol, Rhode Island 02809</p>	<p>EXISTING</p>	<p>FIRST AND SECOND FLOOR PLANS</p>	<p>DATE: 11/11/2010 DRAWN BY: J. H. P. CHECKED BY: J. H. P.</p>	<p>7/23/20B</p>	<p>A1</p>
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Project: 00003472
Sheet: 00003472-01
Title: 00003472-01



Revised per lease Agreement

Recorded Nov 17, 2017 at 02:58P.
Louis P. Cirillo Town Clerk

<p>EXISTING CONDITIONS FOR: 211 THAMES ST BRISTOL, RI</p>		<p>OWNER INFORMATION Cudding Shop, LLC 1350 Main Street Bristol, Rhode Island 02809</p>		<p>PROJECT NUMBER 7320B</p>		<p>DATE 01/11/2017</p>		<p>SCALE 1/8" = 1'-0"</p>		<p>PROJECT NUMBER A2</p>	
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