SPECIFICATIONS AND PROPOSAL FORMS
FOR
STUDENT TRANSPORTATION

ADDENDUM #3

MANSFIELD BOARD OF EDUCATION
MANSFIELD, CT

Addendum Date: January 20, 2016

Issue Date: December 2, 2015
Response Date: January 21, 2016

Additional Information

Additional Information – Addendum #3

1. Attached please find the current lease agreement for the bus facility

2. The present contractor has been receiving fines for failing to meet the requirements of the contract – bus shortages and timeliness

3. We require a lift van approximately the size of a mini bus.

_____
Proposer's Initials

FOURTH LEASE AMENDMENT TO THE LEASE BETWEEN TOWN OF MANSFIELD AS LANDLORD, AND DURHAM SCHOOL SERVICES, L.P. AS TENANT DATED JUNE 29, 2000

THIS LEASE AMENDMENT is entered into this 17 th day of May, 2013, by and between **THE TOWN OF MANSFIELD** (the "Landlord"), and **DURHAM SCHOOL SERVICES, L.P.** a Delaware Limited Partnership (the "Tenant").

RECITALS

A. By a lease dated June 29, 2000 (the "Underlying Lease"), as amended by the ADDENDUM TO AGREEMENT OF LEASE BETWEEN TOWN OF MANSFIELD as Landlord and DOUBLE TRANSPORTATION, INC., as Tenant Dated June 2000, executed August 30, 2005, (the "First Amendment") the ADDENDUM TO AGREEMENT OF LEASE BETWEEN TOWN OF MANSFIELD as Landlord and DOUBLE TRANSPORTATION, INC., as Tenant Dated June 2000, dated February 27, 2007 (the "Second Amendment"), and the THIRD ADDENDUM TO THE LEASE BETWEEN TOWN OF MANSFIELD AS LANDLORD, AND DURHAM SCHOOL SERVICES, L.P. AS TENANT DATED JUNE 29, 2000 (the "Third Amendment") , Landlord leased to Tenant the lands at the intersection of Route 195 and Route 32, as described in Schedule A of the Underlying Lease (together referred to as the "Lease"); and

B. The Lease expires June 30, 2013 ("Termination Date"); and

C. Landlord and Tenant now desire to extend the term of the lease an additional three (3) years with 2 options to extend for 1 year each, upon mutual written consent, potentially through June 30, 2018., beyond the Termination Date and amend certain lease provisions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Lease as amended and modified hereby, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby mutually agreed that the Lease is hereby ratified and confirmed and is hereby amended as follows:

1. The above Recitals and incorporated into and made a part of this amendment.
2. The term of the Lease is extended an additional THREE (3) years from July 1, 2013 (the "Effective Date"), up to and including June 30, 2016 ("Extended Term").

3. Landlord grants Tenant TWO (2) additional ONE (1) year options to extend the term of this Lease, which shall be exercisable on written notice by Tenant to Landlord no later than thirty (30) days prior to the expiration date of this Lease, provided, however, that if Tenant shall fail to give any such Notice within such thirty (30) day period, Tenant's right to exercise its option shall nevertheless continue until fifteen (15) days after Landlord shall have given Tenant notice of

Landlord's election to terminate such option, and Tenant may exercise such option at any time until the expiration of said 15-day period. It is the intention of the parties to avoid forfeiture of Tenant's rights to extend the term of the Lease under any of the options set forth in this subsection through inadvertent failure to give notice thereof within the time limits prescribed.

2. Basic Rent shall remain at six-thousand thirty-seven dollars and fifty cents ($6,037.50) per month for the balance of the term of the Lease.

3. Wherever referenced herein "reasonable" or "ordinary" wear and tear shall mean the deterioration that naturally and inevitably occurs as a result of the reasonable and ordinary wear from aging from the passage of time having regard to the Tenant's use of the Premises..

4. Notice per the Lease shall provide that in addition to the address provided for Tenant in the Lease, a copy shall also be delivered to Tenant as follows:

Jennifer York
Contract Administrator
Durham School Services
4300 Weaver Parkway
Warrenville, IL 60555
(630) 821-5786

5. All other terms and conditions of the Lease, as amended herein, shall remain in full force and effect. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Lease.

6. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one (1) instrument representing this Amendment between the parties.

7. The undersigned persons executing this Amendment represent and certify that each has been fully and properly empowered to execute this Amendment on behalf of their respective party; and that all appropriate partnership/corporate action for entering into this Amendment has been taken and done.

[SIGNATURE PAGE TO FOLLOW]

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

LANDLORD:

Town of Mansfield

By: _____
Name: Cherie Trahan
Title: Dir. of Finance

TENANT:

DURHAM SCHOOL SERVICES, L.P. a Delaware Limited Partnership

By: Durham Holding II, LLC, its general partner

By: _____
Name: _____
Title: SVP Commercial Dev.

THIRD ADDENDUM TO THE LEASE BETWEEN TOWN OF MANSFIELD AS LANDLORD, AND DURHAM SCHOOL SERVICES, L.P. AS TENANT DATED JUNE 29, 2000

THIS THIRD LEASE ADDENDUM is entered into this 17 th day of May, 2012, by and between **THE TOWN OF MANSFIELD** (the "Landlord"), and **DURHAM SCHOOL SERVICES, L.P.** (successor in interest to Double A Transportation, Inc.) a Delaware Limited Partnership (the "Tenant").

RECITALS

A. By a lease dated June 29, 2000, Landlord leased to Tenant the lands at the intersection of Route 195 and Route 32, as described therein, which was amended by the Addendum to Agreement of Lease between Town of Mansfield and Double A Transportation dated August 30, 2005, and further amended by the Addendum to Agreement of Lease between Town of Mansfield and Double A Transportation dated February 27, 2007, (collectively "Lease"); and

B. The Lease expired June 30, 2010 ("Termination Date"); and

C. Landlord and Tenant now desire to extend the term of the lease an additional three (3) years beyond the Termination Date and amend certain lease provisions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Lease as amended and modified hereby, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby mutually agreed that the Lease is hereby ratified and confirmed and is hereby amended as follows:

1. The term of the Lease is extended an additional three (3) years from July 1, 2010 (the "Effective Date"), up to and including June 30, 2013 ("Extended Term").

2. Basic Rent is hereby amended as of the Effective Date to provide that Basic Rent shall be six thousand, thirty-seven dollars and fifty cents ($6,037.50) per month for the balance of the term of the Lease.

3. Upon surrender of the Lease Premises to the Landlord at the end of the Lease term, the condition of the property shall be subject to reasonable wear and tear, which shall take into account the deterioration of parking surfaces utilized by school buses of varying sizes and weights.

4. Notice per the Lease shall provide a copy shall be delivered to Tenant as follows:

Contract Administrator
Durham School Services
4300 Weaver Parkway
Warrenville, IL 60555
(630) 821-5400

5. All other terms and conditions of the Lease, as amended herein, shall remain in full force and effect. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Lease.

6. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one (1) instrument representing this Amendment between the parties.

7. The undersigned persons executing this Amendment represent and certify that each has been fully and properly empowered to execute this Amendment on behalf of their respective party; and that all appropriate partnership/corporate action for entering into this Amendment has been taken and done.

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

LANDLORD:

Town of Mansfield

By: Cherie Trahan
Name: Cherie Trahan
Title: Dir. of Finance 5/17/13

TENANT:

DURHAM SCHOOL SERVICES, L.P. a Delaware Limited Partnership

By: Durham Holding II, LLC, its general partner

By: David A. Duke
Name: David A. Duke
Title: CEO

ADDENDUM TO
AGREEMENT OF LEASE BETWEEN TOWN OF MANSFIELD as Landlord, and DOUBLE A TRANSPORTATION, INC. as Tenant
Dated June, 2000

WHEREAS, The Town of Mansfield, as Landlord, and Double A Transportation of Rocky Hill, Connecticut as Tenant, have entered a lease for premises defined in Article Two, Section 2.01 (f) of said lease, to be used by the Tenant as a school bus garage and business office from July 1, 2000, to June 30, 2005; and

WHEREAS, the parties have agreed in said lease that if the "bus Service contract" between the parties is extended, the lessor and lessee shall be entitled to extend this leasing contract; and

WHEREAS, the parties have agreed by separate Contract that said "Bus Service contract" scheduled to terminate by lapse of time on June 30, 2006, shall be replaced by a new and similar "Bus Service Contract," beginning on July 1, 2006 and ending on June 30, 2010, and

WHEREAS, including the subsequent addendum to said lease regarding the erection and maintenance of a telecommunications tower on the subject real property, the parties wish to extend said lease for four calendar years from July 1, 2006 through June 30, 2010, subject to all the rules and conditions agreed upon therein; and

WHEREAS, the parties are also in agreement that the Town of Mansfield be enabled to reassume control of space measuring approximately 120 square feet in the northeast corner of said school bus garage situated on said leased property, to be used by the Town of Mansfield to construct a communications equipment shelter in a single room with a direct entrance from the exterior of the building;

WHEREFORE the Landlord and the Tenant do hereby agree that said lease, including any prior written addendum or modifications, be extended for four more years, from July 1, 2006 until June 30, 2010; and that the monthly rent shall be $6,037.50, which shall be increased each year on July 1st by 3.5%, but that the Landlord be permitted to reassume control of the northeast corner of said school bus garage as more specifically state above, during the one year term of the lease as extended hereby, and for any subsequent extension of the "Bus Service Contract" and this lease later mutually agreed to by the parties, the possibility of which is noted above. If said lease is later extended beyond June 30, 2010, by mutual agreement of the parties, beginning at the start of the first year of such extension, the monthly rent shall be annually adjusted based upon the United States Department of Labor consumer Price Index (CPI), Northeast Urban Consumers, but any increase may not exceed 3.5 per cent per annum.

SO AGREED, this 27th day of February, 2007

IN WITNESS WHEREOF, the parties have hereto set their hands as of this 27 day of February, 2007.

Signed, Sealed and Delivered in
The Presence of

Christine Hawthorne
Name: Christine Hawthorne

Name: Dennis R. Pitkin

Lessor: TOWN OF MANSFIELD

By Jeffrey H. Smith
Its Director of Finance
Duly Authorized

STATE OF CONNECTICUT)
) ss. Mansfield
COUNTY OF TOLLAND)

On this 27th day of Feb., 2007, personally appeared, Jeffrey H. Smith (name), Dir. of Finance (title) of the Town of Mansfield, and signer of the foregoing instrument who acknowledged the same to be his free act and deed as Director of Finance (title), and the free act and deed of the Town of Mansfield, before me.

(Seal)

Christine Hawthorne
Notary Public Signature

CHRISTINE HAWTHORNE
NOTARY PUBLIC
MY COMM. EXPIRES FEB. 28, 2008

Lessee: DOUBLE A TRANSPORTATION, INC.

By John A. Elliott
Its President
Duly Authorized

Judy Downey
Name:

Amy Rome
Name:

STATE OF ILLINOIS)
) ss. Downers Grove
COUNTY OF DUPAGE)

On this 12th day of Feb., 2007, personally appeared, John A. Elliott, President of Double A Transportation, Inc. and signer of the foregoing instrument who acknowledged the same to be his free act and deed as President, and the free act and deed of Double A Transportation, Inc., before me.

(Seal)

Bathsheba L. Thomas
Notary Public Signature

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
BATHSHEBA L. THOM
MY COMMISSION EXPIR
SEPTEMBER 29, 200

AGREEMENT OF LEASE

BETWEEN

TOWN OF MANSFIELD

As Landlord,

_____

and

DOUBLE A TRANSPORTATION, INC.

As Tenant

Dated June 29th, 2000

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LEASE

This AGREEMENT of Lease made as of the date hereinafter set forth is by and between the Town of Mansfield, a municipal corporation having its offices at 4 South Eagleville Road, Mansfield, Connecticut 06268 ("Lessor"); and DOUBLE A TRANSPORTATION, INC., a Connecticut corporation having a place of business at 647 Cromwell Avenue, Rocky Hill, Connecticut 06067 ("Lessee").

ARTICLE ONE
Premises and Term

Lessor, for and in consideration of the rents, terms, covenants, conditions and guarantees herein reserved and contained, does hereby lease the Premises, as defined in Section 2.01, to Lessee, and Lessee does hereby hire the Premises from Lessor, for the Term as defined in Section 2.01 and Article Three, upon and subject to the terms, covenants, and conditions herein set forth.

ARTICLE TWO
Definitions

Section 2.01 Definitions. The following terms shall have the meanings ascribed to them below:

(a) "Commencement Date" shall mean July 1, 2000.

(b) "Expiration Date" shall mean the earlier of (1) the date on which this Lease expires pursuant to Article Three, or (2) the date on which this Lease is terminated in accordance with either the terms of this Lease or applicable law.

(c) "Governmental Authority" shall mean the United States of America, the State of Connecticut, agencies and officials of the Town of Mansfield, and any other governmental entity exercising authority or jurisdiction over the Premises.

(d) "Hazardous Materials" include oil, gasoline, and other petroleum-derived materials, substances and wastes, as well as all materials, substances and wastes defined or referred to as hazardous or toxic in the Connecticut General Statutes, Regulations of Connecticut State Agencies, United States Code, or federal regulations.

(e) "Lease Term" or "Term" shall mean the period from the Commencement Date to the Expiration Date.

(f) "Premises" shall mean that certain real property know as and more particularly described in Section A, attached hereto, together with all buildings and improvements thereon.

ARTICLE THREE
Lease Term

The Term of this Contract shall commence on the Commencement Date and unless extended or terminated as provided herein, shall expire on June 30, 2005. If, for any reason, the agreement entitled "BUS SERVICE CONTRACT between TOWN OF MANSFIELD, CONNECTICUT and DOUBLE A TRANSPORATION, INC.," dated as of the first day of July 2000 (referred to herein as the "Service Contract"), is terminated or extended, the Lessor or Lessee shall be entitled to terminate or extend this Lease effective as of or any time after the date of termination or extension of the Service Contract.

ARTICLE FOUR
Use

Section 4.01 Permitted Uses. Lessee shall use and occupy the Premises for the following purposes: (1) as a business office; and (2) as a facility for the maintenance, repair and storage of vehicles and equipment relating to the operation of Lessee's school transportation and school charter services provided to the Town of Mansfield pursuant to the aforementioned Bus Service Contract between the parties. No other use of the Premises may be made by Lessee without Lessor's written consent pursuant to a separate contract. Provided it does not interfere with the Lessee's proper and lawful conduct of the permitted uses, Lessor may lease portions of the Premises to any other person or entity for the purpose of erecting and maintaining a telecommunication tower. Any such portion leased to any other such party shall not remain part of the premises under this Lease. Once any such leasing occurs, this lease shall be modified to show any change in the dimension of the premises covered by this Lease.

Section 4.02 Governmental Matters. Lessor represents and warrants to Lessee that the uses permitted pursuant to this Lease may be lawfully carried on in accordance with the Zoning Regulations of the Town of Mansfield. If any governmental licenses or permits, other than those pertaining to zoning within the Town of Mansfield, are required for the proper and lawful conduct of the Permitted Uses or any part therefore, Lessee, at its expense, shall duly procure and thereafter maintain such licenses or permits and shall submit the same to Lessor for inspection. Lessee shall at all times comply with the terms and conditions of each such license and permit.

Section 4.03 Lessee's Responsibility. Lessee shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done on the Premises, in any manner (a) that causes or is liable to cause injury to the Premises; or (b) that constitutes a violation of any applicable laws and requirements of any Governmental Authority or the requirements of insurance bodies. Notwithstanding anything herein contained to the contrary, Lessee shall not use, treat, store or dispose of any Hazardous Materials on the Premises, except that Lessee may use such amounts and types of substances as are customarily used for routine cleaning and maintenance, provided such substances are used and disposed of properly. Lessee shall notify the Town immediately of any discharge or suspected discharge on the Premises of any hazardous materials. Lessee shall have no obligation to make any exterior or structural repairs or replacements to the Premises unless the need for such work results solely from the negligence or actions of Lessee or its agents, officers, employees, guests or visitors.

Section 4.04 Lessor's Responsibility. Lessor makes no warranty or representation regarding the suitability of the Premises for the Lessee's Permitted Uses. Lessor will be under no obligation nor have liability of any kind or character in connection with the operation or maintenance of the Lessee's Permitted Uses. Except as provided below or in Section 4.03, Lessor shall be obligated to make any exterior or structural repairs or replacements to the Premises that may be required by any applicable laws and requirements of any Governmental Authority or the requirements of insurance bodies. In the event any such exterior or structural repairs would require the Lessor to expend a sum greater than or equal to $5,000 (Five Thousand Dollars), the Lessor shall have the right to terminate this Lease by giving the Lessee written notice of its intention to terminate at least thirty (30) days prior to the date of termination. Any improvements to the Premises which the Lessor wishes to make during the Term of the Lease that might increase the taxes or insurance payable by the Lessee with respect to the Premises shall be submitted to the Lessee for its prior approval and shall not be implemented by Lessor without such approval unless the Lessor agrees to reimburse Lessee for such increased costs.

ARTICLE FIVE
Rent

Section 5.01 Monthly Rent. Beginning upon the Commencement Date, and on the first day of every month thereafter during the first twelve months of the Term (i.e., through June 30, 2001), Lessee shall pay rent to Lessor in equal monthly installments of $5,000 (Five Thousand Dollars). The amount of the monthly rent for the year commencing on July 1, 2001, and ending on June 30, 2002, shall be $5,150 (Five Thousand One Hundred Fifty Dollars). The amount of the monthly rent for each year subsequent to June 30, 2002, shall be determined by mutual consent but no less than by multiplying the monthly rent during the immediately preceding year by 1.03 (one hundred three percent).

FYE
01 5000 x 12 = 60,000
02 5150 x 12 = 61,800
03 5304.50 x 12 = 63,654
04 5463.63 x 12 = 65,563.62
05 5627.54 x 12 = 67,530

ARTICLE SIX
Utilities and Services

Section 6.01 Lessee's Responsibility. Lessee shall arrange for, and shall promptly pay when due, all charges for gas, water, sewer, electricity, fuel, light, heat, power and other utilities used by it on the Premises throughout the Term.

Section 6.02 Lessor's Responsibility. Lessor is not, nor shall it be, required to furnish to Lessee any water, sewer, gas, heat, electricity, fuel, light, power, telephone, or any other facilities, equipment, labor, materials or any services of any kind whatsoever. However, Lessee with the assistance of Lessor shall cause the meters for such utility services to be transferred to Lessee's name and account as soon as practical after the commence of this Lease.

ARTICLE SEVEN
Condition of Premises

By taking possession of the Premises, Lessee acknowledges that Lessor has provided Lessee with a full opportunity to inspect and investigate the physical condition of the Premises in order to assure itself that there are no physical conditions that would prevent Lessee from conducting the Permitted Uses. Lessee also acknowledges that Lessor has not made, and that Lessee has not asked Lessor to make, any warranty or representation regarding the environmental or physical conditions of the Premises or the suitability of the Premises for the Permitted Uses, except as set forth in Section 4.02.

ARTICLE EIGHT
Repairs and Maintenance

Section 8.01 Exterior Repairs and Maintenance. Lessor shall, at its sole expense and cost, keep, repair, maintain and replace all of the exterior and structural components of the Premises and buildings including, without limitation, the roofs, floors, walls, exterior walls and foundations of the buildings, heating, air conditioning and electrical systems, all plumbing, and any underground fuel or storage tanks, in good order, condition and repair. Notwithstanding the foregoing provisions, Lessor shall have no obligation, and Lessee shall be obliged, to make any exterior or structural repairs or replacements to the Premises if the need for such work results solely from the negligence or actions of Lessee or its agents, officers, employees, guests or visitors. In addition, Lessee shall be responsible for the preparation and maintenance of daily inventory records for the underground fuel storage tanks, as required by Section 22a-449(d)-1(g)(2) of the Regulations of Connecticut State Agencies. Lessee shall also be responsible for pumping out the septic tank and the holding tank from the floor drain on an as-needed basis, and for the annual pumping of the oil-water separator. Lessee shall notify the Town immediately upon taking any measurement, performing any reconciliation, or making any observation that indicates the possibility of an abnormal loss or gain of fuel to or from a fuel tank or any other problem with or failure of any underground tank.

Section 8.02 Interior Repairs and Maintenance. Lessee shall keep and maintain the interior of the Premises in good order, repair and condition and shall surrender the same upon the termination of the term in the same condition as at the Commencement Date. Reasonable wear and tear, loss by fire or other casualty (except to the extent such casualty arises from the negligence or other actions of Lessee or its agents, officers, employees, guests or visitors), acts of God, repair obligations of the Lessor specified herein, eminent domain, and loss or damage caused by or resulting from the failure of the Lessor to make repairs as provided herein or from Lessor's negligent act or omission are excluded.

Section 8.03 Lessor's Right to Inspect and Repair. Lessor shall have the right to make periodic inspections of the interior and exterior spaces on the Premises without prior notice, provided such inspections do not unreasonably interfere with Lessee's permitted uses of the Premises. Lessor shall also have the right to inspect all maintenance and repair records and all documents pertaining to the use, maintenance, disposal or discharge of hazardous materials on the Premises. If Lessee fails to perform any repairs, restoration or other work which Lessee is obligated to perform under this Lease and such default is not remedied within the applicable grace period provided in this Lease, Lessor and its authorized representatives shall have the right to enter the Premises and to perform such work. Any amount paid by Lessor for any of such purposes, and all necessary costs and expenses of Lessor in connection therewith, shall be due and payable by Lessee to Lessor as Additional Rent. Nothing in this Section shall imply any duty upon the part of Lessor to do such work or to make any alterations, repairs (including, but not limited to, repairs and other restoration work made necessary due to any fire or other casualty), additions or improvements to the Premises, except as otherwise provided herein. During the progress of any such work, Lessor shall not unreasonably interfere with the conduct of Lessee's business, but the obligations of Lessee under this Lease shall not thereby be affected in any manner whatsoever.

Section 8.04 Grounds Maintenance The Lessee shall keep and maintain the grounds in good order, repair and condition and shall surrender the same upon the termination of the term in the same condition as at the commencement date.

ARTICLE NINE
Lessee's Improvements

Lessee shall make no structural or exterior alterations, installations, additions or improvements (hereinafter individually and collectively referred to as "Lessee's Improvements") in or to the Premises without Lessor's prior written consent. Except with respect to alterations or improvements not necessary for the Permitted Use, such consent shall not be unreasonably withheld. Lessor's failure to respond to a written request by Lessee for consent any Lessee's Improvements shall, after ten days from Lessor's receipt of such request, be deemed an approval of such request. Notwithstanding the right of Lessor to approve any matter described in this Article, Lessor shall have no responsibility or liability for the performance or quality of work of any contractor, subcontractor, agent or consultant of Lessee. The approval by Lessor, whether express or implied, of Lessee's creation of Improvements in or to the Premises or the construction of any buildings or structures shall in no way affect Lessor's rights or Lessee's obligations relating to the restoration of the Premises.

ARTICLE TEN
Compliance With Laws and Requirements of Governmental Authorities

Lessee shall comply with all applicable laws and requirements of any Governmental Authorities relating to its possession and use of the Premises. Lessee shall pay all costs, expenses, fines, penalties and damages that may be imposed upon Lessor by reason of or arising out of any failure by Lessee to comply with and observe the provisions of this Section fully and promptly.

ARTICLE ELEVEN
Insurance

Section 11.01 Lessee's Required Insurance. During the Term hereof Lessee shall, at its own cost and expense, provide and keep in force for the mutual benefit of Lessor and Lessee, comprehensive general public liability insurance policies against claims for bodily injury, death or property damage occurring in or about the Premises (including, without limitation, bodily injury, death or property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof, and assumed property damage coverage), with limits of not less than (I) one million dollars ($1,000,000.00) for bodily injury or death to any one person; (ii) two million dollars ($2,000,000.00 for bodily injury or death to any number of persons in respect of any one accident or occurrence; and (iii) one million dollars ($1,000,000.00) for property damage (including environmental pollution or contamination) in respect of any one accident or occurrence. The Town of Mansfield shall be named an additional insured on such policies.

Section 11.02 Personal Property. In respect of any personal property and trade or other fixtures owned by Lessee and located in, at or upon the Premises, Lessee hereby releases Lessor from any and all liability or responsibility to it or anyone claiming by, through or under it by way of subrogation or otherwise, for any loss or damage to such property caused by fire or any of the extended coverage casualties.

Section 11.03 Worker's Compensation. Lessee shall provide and keep in full force and effect worker's compensation insurance providing statutory Connecticut benefits for all persons employed by Lessee in connection with the Premises.

ARTICLE TWELVE
Assignment, Subletting, Mortgaging, Inc.

Section 12.01 Prior Written Consent. Lessee may assign or sublet all or any part of the Premises to an entity controlled by, controlling, or under common control with Lessee, or to a purchaser of substantially all of Lessee's assets. Lessee may not otherwise assign this Lease or sublet all or any part of the Premises without the prior written consent of Lessor, which shall not unreasonably be withheld.

Section 12.02 Assignee and Lessee Liable. Any assignment or transfer shall be made only if, and shall not be effective until, the assignee executes, acknowledges and delivers to Lessor an agreement in form and substance satisfactory to Lessor whereby the assignee assumes the obligations of this Lease on the part of Lessee to be performed or observed and whereby the assignee agrees that the provisions in Section 12.01 shall, notwithstanding such assignment or transfer, continue to be binding upon the assignee in respect of all future assignments or transfers.

ARTICLE THIRTEEN
Lessee's and Lessor's Property

Section 13.01 Lessee's Property.

13.01.01 All business and trade fixtures, machinery and equipment that are installed in or located within the Premises by or for the account of Lessee, without expense to Lessor, and which can be removed without structural damage to the Premises, and all articles of movable personal property owned by Lessee and located in the Premises (all of which are sometimes called "Lessee's Property" shall be and shall remain the property of Lessee and may be removed by it at any time during the Term of this Lease; provided that if any of Lessee's Property is removed, Lessee shall repair or pay the cost of repairing any damage to the Premises resulting from such removal.

13.01.02 On or before the Expiration Date, or as promptly as practicable thereafter, Lessee's Property (except such items thereof as Lessee shall have expressly agreed in writing with Lessor shall remain and become the property of Lessor) shall be removed by Lessee, and Lessee shall repair any damage to the Premises resulting from such removal. Any items of Lessee's Property that shall remain in the Premises after the Expiration Date may, at the option of Lessor, be deemed to have been abandoned or may be disposed of, without accountability, in such manner as Lessor may see fit, at Lessee's expense.

Section 13.02 Lessor's Property. Except as provided in Section 13.01, above, all Lessee's Improvements shall be deemed the property of Lessor and shall not be removed by Lessee without Lessor's consent.

ARTICLE FOURTEEN
Surrender

On the Expiration Date of this Lease, or upon any earlier termination of this Lease, or upon any re-entry by Lessor upon the Premises, Lessee shall quit and surrender the Premises, including Lessee's Improvements, to Lessor in good order, condition and repair, except for ordinary wear and tear, and Lessee shall remove all of Lessee's Property therefrom except as otherwise expressly provided in this Lease.

ARTICLE FIFTEEN
Events of Default

Section 15.01 Events of Default. Each of the following events shall be an "Event of Default" hereunder:

(a) Failure by Lessee to pay any installment of Rent within ten (10) days after the same shall become due and payable.
(b) Failure by Lessee to make any other payment required to be paid by Lessee hereunder for a period of ten (10) days after Lessee receives written notice thereof from Lessor.

(c) Failure by either party to observe or perform one or more of the other terms, covenants and conditions contained in this Lease, except for the payment of Rent by Lessee, and such failure shall continue for a period of fifteen (15) days after the defaulting party receives written notice thereof from the other party specifying such failure (unless such failure requires work to be performed, acts to be done, or conditions to be removed, that cannot by their nature reasonably be performed, done or removed, as the case may be, within such fifteen (15) day period, in which case no default shall be deemed to exist as long as the defaulting party shall have commenced curing the same within such fifteen (15) day period and shall diligently and continuously prosecute the same to completion, provided such delay in effecting cure shall not expose the other party or its employees or officials to prosecution for a crime).

(d) If the Lessee is found to be in default under the terms of the Bus Service Contract between the Town of Mansfield and Double A Transportation, Inc.

ARTICLE SIXTEEN
Covenant of Quiet Enjoyment

Lessor covenants that upon Lessee paying the Rent and all other charges payable by Lessee hereunder and the performance of all the other terms, covenants, and conditions contained in this Lease on Lessee's part to be performed, Lessee shall peaceably and quietly enjoy the Premises, without hindrance, ejection or molestation by any persons lawfully claiming under Lessor.

ARTICLE SEVENTEEN
No Waiver

Section 17.01 No Waiver. The failure of either party to seek redress for the violation of, or to insist upon the strict performance of, any of the terms, covenants, or conditions contained in this Lease shall not constitute a waiver thereof by that party, and such party shall have all remedies provided herein and by applicable law with respect to any subsequent act that would have originally constitute a default pursuant to the terms of this Lease.

Section 17.02 No Surrender Implied. No act or failure to act by Lessor or Lessor's agents, employees, servants, contractors or subcontractors shall constitute an actual or constructive eviction by Lessor, nor shall such act or failure to act be deemed an acceptance of a surrender of the Premises.

ARTICLE EIGHTEEN
Notices

Any notice, statement, demand or other communication required or permitted to be given or made by either party to the other pursuant to this Lease or to any applicable law or requirement shall be in writing and shall be deemed to have been property given or made if sent by registered or certified mail, postage prepaid, return receipt requested, or by an overnight mail service with acknowledgement of delivery requested, addressed to the respective party at the address set forth at the beginning of this Lease. Such notice shall be deemed to have been given or made on the day so mailed, unless mailed outside of the State of Connecticut, in which case it shall be deemed to have been given, rendered, or made three (3) days following the day on which it was deposited in a United States post office or mailbox. Either party may, by written notice hereunder, designate a different address or addresses.

ARTICLE NINETEEN
Notice of Lease

At the request of either party, Lessor and Lessee shall promptly execute, acknowledge and deliver a notice of lease sufficient for recording in accordance with the statutes of the State of Connecticut.

ARTICLE TWENTY
Lessee's Remedy Limited

Section 20.01 Nature of Lessee's Remedies.

20.01.01 If Lessee believes that Lessor has acted in an arbitrary and capricious manner in denying permission or refusing to approve any act that Lessee may desire to perform, Lessee may either bring an action to enjoin or reverse such decision, in which event Lessor shall not be liable for any monetary damages suffered by Lessee as a result of Lessor's actions, or Lessee may pursue mediation of the dispute by giving Lessor written notice specifying the basis of Lessee's complaint. During the thirty (30) days following Lessor's receipt of such notice (the "Dispute Resolution Period"), the parties shall each use their reasonable best efforts to resolve the dispute. If the parties are unable to resolve the dispute during the Dispute Resolution Period, the parties will attempt in good faith to resolve such dispute by mediation in Hartford, Connecticut, or such other location as may be acceptable to both parties, in accordance with the Center for Public Resources Model Procedure for Mediation of Business Disputes. The remedies herein are not exclusive; however, the parties agree not to initiate litigation with respect to any matter that they are trying to resolve pursuant to the procedures set forth in this paragraph during the Dispute Resolution Period.

20.01.02 Neither Lessor nor any agent, servant or employee of Lessor shall be liable to Lessee for any injury or damage to Lessee or to any other person or for any damage to (by vandalism, illegal entry, steam, gases, water, rain, snow, electricity or any other causes), or loss (by theft or otherwise) of, any property of Lessee or of any other person, irrespective of the cause of such injury, damage or loss, unless caused by or due to the sole negligent act of Lessor, its agents, servants or employees. Further, neither Lessor nor its agents, servants or employees shall be liable for consequential damages arising out of any loss of use of the Premises or any person claiming through or under Lessee.

Section 20.02 Survival of Covenants. The parties' covenants contained in this Article Twenty shall survive the Expiration Date.

ARTICLE TWENTY-ONE
Indemnity

Each party shall indemnify and save the other harmless against and from any and all claims against such other party, of whatever nature, arising from (I) any act, omission or negligence of the indemnifying party, its contractors, licensees, agents, servants, employees, invitees and/or visitors; and (ii) any breach, violation or non-performance of the indemnifying party's obligations under this Lease. This indemnity and hold harmless covenant shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses (including attorneys' fees and disbursements) of any kind or nature incurred in connection with any such claim or proceeding brought thereon, and the defense thereof. This indemnity and hold harmless covenant shall survive the Expiration Date or the earlier termination of the Lease Term for acts or omissions alleged to have occurred during the Lease Term.

ARTICLE TWENTY-TWO
Miscellaneous

Section 22.01 Integration Clause. This Lease, together with all Exhibits and Schedules attached hereto, which by this reference are hereby fully incorporated into this Lease, contains the entire agreement between Lessor and Lessee with respect to the Premises and all prior agreements between the parties hereto are merged into this Lease. Any amendments to this Lease must be in writing and executed by both parties.

Section 22.02 Effect of Partial Invalidity. If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to who or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 22.03 Choice of Law. This Lease shall be governed in all respects by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this 29TH day of June, 2000.

Signed, Sealed and Delivered in
The Presence of:

Lessor: TOWN OF MANSFIELD

Teri R Hebert
Teri R Hebert

Sharon Tyler
SHARON TYLER

By: Jeffrey H. Smith
Its Town Manager (ACTING)
Duly Authorized

STATE OF CONNECTICUT)
) ss. Mansfield
COUNTY OF TOLLAND)

On this 29TH day of June, 2000, personally appeared ~~Martin H. Berliner~~ JEFFREY H. SMITH, ACTING, Town Manager of the Town of Mansfield, and signer of the foregoing instrument who acknowledged the same to be his free act and deed as ACTING Town Manager, and the free act and deed of the Town of Mansfield, before me.

Sharon Tyler
Notary Public

SHARON TYLER
NOTARY PUBLIC
MY COMM. EXPIRES Jan. 31, 2003

Lessee: DOUBLE A TRANSPORTATION, INC.

Teri R Hebert
Teri R Hebert

Sharon Tyler
SHARON TYLER

Its
Duly Authorized

STATE OF CONNECTICUT)
) ss. Mansfield, CT 06268
COUNTY OF TOLLAND)

On this 29TH day of ~~May,~~ JUNE 2000, personally appeared THOMAS BASCETTA of Double A Transportation, Inc., and signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed as such SALES MANAGER, and the free act and deed of Double A Transportation, Inc., before me.

Notary Public

SHARON TYLER
NOTARY PUBLIC
MY COMM. EXPIRES Jan. 31, 2003

SCHEDULE A

A certain piece or parcel of land, with the buildings and improvements thereon, located in the Towns of Mansfield and Willington at the intersection of Route 195 and Route 32 and more particularly bounded and described as follows:

> Beginning at a C.H.D. marker located on the North side of Route 195, which point marks the Southeast corner of the parcel herein described and which point is located at the intersection of said Route 195 and Route 32; thence N 62° 35' 11" W, 162.46 feet along the Northerly line of Route 195 to a C.H.D. marker; thence N 69° 45' 18" W, 114.92 feet along Route 195 to a point; thence N 7° 02' 02" E, 335.00 feet along land now or formerly of Central Vermont Railroad; thence S 88° 10' 01" E, 130.94 feet to Connecticut Route 32; thence along Route 32 in a Southerly direction along a curve to the left having a radius of 1492.40', a distance of 100.00 feet to a point; thence S 10° 40' 58" E along the Westerly line of Route 32, 350.11 feet to the point and place of beginning.

Said premises are shown on a map entitled, "MAP SHOWING SOME LAND OF JOSEPH E. MIHALIAK MANSFIELD & WILLINGTON, CON.. SCALE 1" = 20' PREPARED FOR EDWIN SMYTH ZONE: BUS. PARCEL CONTAINS 1.636 ACRES CERTIFIED TO BE SUBSTANTIALLY CORRECT DEGREE OF ACCURACY CLASS A-2 STANLEY W SZESTOWICKI R.L.S. 7772 MAY 17, 1979 VERNON, CONNECTICUT REVISED MAY 18, 1979 REVISED SEPT. 14, 1979 REVISED OCT. 2, 1979."

Being the same premises described in a certain deed from Rhoda G. Smyth and Richard E. Smith to the Town of Mansfield, dated October 15, 1997, and recorded in the Land Records of the Town of Mansfield.