LEASE AGREEMENT

BY AND BETWEEN

_____

("LANDLORD")

AND

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ACTING BY AND THROUGH THE

DEPARTMENT OF TRANSPORTATION

("TENANT")

FOR PREMISES LOCATED AT

_____

LEASE AGREEMENT

INTRODUCTION

THIS LEASE is made as of the ___ day of _____, 2019 by and between _____ (the "**Landlord**") and the State of Rhode Island and Providence Plantations acting by and through the **Rhode Island Department of Transportation** (the "Tenant") collectively, (the "Parties").

RECITALS

WHEREAS, Landlord is the owner of the Land and Building upon which the Leased Premises are located; and

WHEREAS, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Lease Premises from Landlord upon the terms and conditions set forth herein:

AGREEMENT

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions and Construction

For the purposes of this Lease and in addition to the words and phrases otherwise defined herein, the following words and phrases are defined as set forth below:

Applicable Rules and Regulations: The statutes of the State of Rhode Island and all rules and regulations of the State of Rhode Island including those promulgated by the State Properties Committee and the Division of Purchases of the Department of Administration, all as the same may be amended from time-to-time.

Base Tax Year: The first full calendar year following the Commencement Date.

Building: The building located on the Land and within which the Leased Premises are situated.

Commencement Date: October 1, 2019

Land: The lot or parcel of land on which the Building is located, more particularly described on Exhibit A attached hereto.

Leased Premises: _____ square feet identified as Unit # _____ in the Building located at _____, _____ R.I. as detailed on the floor plans attached hereto as Exhibit B.

Lease Year: A 12 month period ending on the last day of the month containing an anniversary of the Commencement Date.

Parking Spaces: 60-80 spaces at no additional cost.

Permitted Use: The Leased Premises shall be used by the Rhode Island Department of Transportation for storage of heavy trucks and equipment and purposes ancillary thereto and such other activities not inconsistent with applicable law.

Person: refers to partnerships (including limited partnerships), corporations, limited liability companies, trusts and other legal entities, as well as natural persons.

Property Taxes: All municipal real property taxes and other assessments payable by Landlord with respect to the Building and the Land.

Rent: The annual rent during the term of this Lease will be as follows:

	Annual Rent:	**Monthly Rent:**
Year 1:	$_____	$_____
Year 2:	$_____	$_____
Year 3:	**$_____**	**$_____**
Year 4:	$_____	$_____
Year 5:	$_____	$_____

The annual rent includes the base rent, cost of the landlord's work, landlord's repairs, landlord maintenance and services, property taxes, and janitorial services and garbage/waste removal.

Rentable Square Feet in the Building:

Rentable Square Feet in the Leased Premises:

Tenant's Proportionate Share: Rentable Square Feet in the Building divided by Rentable Square Feet in the Leased Premises

Tenant's Trade Fixtures means machinery, equipment and other items of personal property owned by the Tenant and especially designed or fitted for use of its activities which will not be affixed or incorporated into the Leased Premises in such a manner that their removal will cause substantial damage to the structure of the Building.

Term: Five (5) year beginning on the 1st day of October 2019 and terminating on the 30th day of September, 2024; Tenant shall have the option to extend the Term for an additional 5-year term upon delivering notice to Landlord of its intent to exercise each such option within eighteen (18) months of the expiration of the previous Term.

2. Lease; Fire Safety Inspection.

Landlord demises and leases to Tenant and Tenant leases and takes from Landlord the Leased Premises for and during the Term and otherwise on the on the terms and conditions set forth herein. Prior to the Commencement Date, the State Fire Marshal or his designee shall inspect the Leased Premises for compliance with all applicable fire safety codes and regulations. Landlord shall correct any violations of the applicable fire safety codes within thirty (30) days of the Inspection Report, or seek a variance (with

the written approval of Tenant) within the time period allowed by the Office of the State Fire Marshall. Should Landlord fail to correct any violations or obtain a suitable variance within the applicable time period, Tenant may terminate this Lease at any time without penalty. Landlord shall compensate the Tenant for any costs associated with termination and relocation.

3. Landlord's Work.

3.1 Landlord agrees to undertake at its expense, the renovations and alterations to the Demised Premises more fully described in the Landlord/Tenant Work Letter attached hereto as Exhibit C (the "**Landlord's Work**). All "change orders" (as defined below) must be approved by the Department of Administration. The Landlord's Work to the Leased Premises are to be "substantially completed" (as defined below) by Landlord not later than the Commencement Date. For purposes hereof, (i) the term "change orders" means any alteration, deviation or other change in any manner to the Landlord's Work described on Exhibit C and (ii) the term "substantially completed" means the date of issuance of a permanent certificate of occupancy by the municipal building official for the Leased Premises. Unless otherwise agreed in writing, the Landlord's Work will be the property of Landlord.

3.2 The commencement date of the Lease (the "Commencement Date") shall be the earlier to occur of (i) the seventh business day after the Tenant is given notice of the substantial completion of the Landlord's Work (the "Landlord's Work") (as that term is hereinafter defined below) or (ii) the date the Tenant opens for business to the public in the Leased Premises. The commencement date shall be no later than April 1, 2018. The Landlord shall verify the Commencement Date by informing the Tenant of the same in writing. The Tenant also agrees to confirm in writing such Commencement Date.

3.3 With respect to the Leased Premises, the Landlord's agrees to use reasonable efforts to complete the Landlord's Work with respect to such space in accordance with the schedule set forth in Paragragh 3.3 (a) below. Landlord agrees to complete the Landlord's Work at Landlord's sole expense. All such work shall be performed in a good and workmanlike manner employing good quality materials and so as to conform to the project specifications and all applicable governmental laws, ordinances and regulations.

(a) The Landlord has allocated the following times for completion of Landlord's Work:

i. _____ (__) week for schematic design;
ii. _____ (__) week for State of Rhode Island approval of schematic design;
iii. _____ (__) weeks to complete working drawings;
iv. _____ (__) week for State of Rhode Island review of working drawings.
v. _____(__) weeks to obtain the necessary permits and approvals, and complete Landlord's Work and any required building improvements.

(b) The Landlord agrees to deliver to Tenant on or before October 1, 2019 for Tenant's use the Leased Premises together with parking therefore.

3.4 The Landlord's Work shall be deemed substantially completed for the purpose of this Lease when (i) the Landlord's Work and construction shall have been completed in accordance with Exhibit C, with the exception, if any, of minor items of work which can be completed while Tenant is in possession of the Leased Premises for the purpose of installing its personal property and equipment without interfering with such installation by Tenant and (ii) the Landlord shall have obtained a certificate of permanent occupancy from the City/Town of _____, Rhode Island. The Leased Premises shall be at all times in strict compliance with all appropriate local, state and federal codes.

3.5 The Tenant, or its representative, may enter upon the Leased Premises not earlier than thirty (30) calendar days prior to the completion of Landlord's Work to install its furniture, personal property and equipment provided such access does not interfere with the Landlord's Work. During the period of such limited access or use of the Leased Premises by Tenant prior to the Commencement Date, no Rent or additional rent shall accrue or be payable but otherwise all the terms, covenants and provisions contained in this Lease shall apply, including, without limitation, all insurance and indemnity provisions.

3.6 In the event that the Tenant desires to request a change in the Landlord's Work, the Tenant shall make such a request in writing. The Landlord shall review and either approve in writing (with or without modification by Landlord) or reject such changes within fifteen (15) calendar days of its receipt of Tenant's written request. The Tenant shall bear the cost of the preparation of any plans and specifications, and any modifications thereof, which are required to be prepared as a result of the Tenant's request. The Tenant shall be responsible for the increase in cost of any such changes requested by it. The Landlord shall not perform such work under such change orders requested by the Tenant until both the Landlord and Tenant have executed same and Tenant has agreed to pay for the cost of such change and/or modification of the scope of Landlord's Work requested by it. All such change orders must be approved in writing by the State of Rhode Island, Department of Administration, unless Tenant certifies that such approval is not required. The Parties agree that their consent to any change orders will not be unreasonably withheld, conditioned or delayed except that any deadline for the substantial completion of Landlord's Work shall be extended as a result of any delay resulting from Tenant's change orders.

3.7 The Tenant shall promptly give to Landlord written notice of any alleged failure by Landlord to comply with the requirements of Sections 3.3 or 3.4 above. Landlord's Work shall be deemed approved by Tenant thirty (30) business days after Tenant opens for business in the Leased Premises except for items of Landlord's Work which are incomplete or do not conform to the requirements of Sections 3.3 or 3.4.

3.8 The cost of all Landlord's Work shall be borne by the Landlord.

3.9 Within sixty (60) calendar days of the Commencement Date, the Landlord shall provide a report, certificate or other evidence reasonably satisfactory to the Tenant that the Leased Premises have interior air quality, water quality and lead levels consistent with applicable federal, state and municipal standards. The Landlord shall take all reasonable steps to address any deficiencies in such reports based upon said standards.

3.10 The Tenant shall participate with the Landlord in preparing a schematic design (the "Design") of the Leased Premises and shall commit to attending meetings with the Landlord for final review and comment.

3.11 The Design shall be considered complete when Tenant gives its approval in writing.

3.12 Upon receiving the Tenant's written approval of the Design, Landlord will commence with the production of working drawings, which shall be consistent with the Design. Landlord shall promptly provide Tenant with three (3) copies of the Design and working drawings when complete.

4. Rent.

Commencing on the Commencement Date, Tenant will pay to Landlord the Rent at Landlord's address as set forth in the notice provision of this Lease or to such other address as Landlord may designate by written notice to Tenant. Rent will be paid in equal monthly installments, payable and received in advance on the first business day of each month. Rent payable for any partial month will be

prorated on a daily basis. Landlord agrees to comply with such invoicing procedures as may reasonably be imposed from time to time by the State of Rhode Island for the payment of Rent by the State of Rhode Island.

5. Additional Rent

As additional rent, Tenant will pay Tenant's Proportionate Share of increases in Property Taxes in excess of those Property Taxes payable with respect to or during the Base Tax Year. The increases in Property Taxes will be billed to Tenant promptly after the end of each calendar year after the first full calendar year of this Lease and will be payable after receipt by Tenant of proof of payment by the Landlord of the tax bills and appropriate calculations evidencing Tenant's Proportionate Share of the same. Tenant shall, at its own expense, have the right to audit Landlord's records relating to the determination of Property Taxes and Tenant's Proportionate Share and all related calculations; provided however that if there is a discrepancy in the amount due Landlord hereunder. Landlord shall promptly pay for the costs of such audit and refund any excess amounts paid to Landlord hereunder. If it is determined that Tenant has paid in excess of the additional rent then such amount shall at the option of Tenant be promptly refunded by Landlord or Tenant may setoff such amounts directly against its payment obligations to Landlord hereunder. Landlord shall not assess any costs or apportion any share of costs related to Landlord's efforts to dispute or abate the Property Taxes.

6. Utilities.

Tenant will be responsible for the payment of all charges for electricity, gas and water servicing the Leased Premises provided that such utilities are separately metered at the time of the Commencement Date and throughout the Term. In the event that any utilities are not separately metered at the Commencement Date, Landlord shall pay the full cost of such utilities directly to the provider of the same and Tenant shall have no obligation with respect to the same.

7. Landlord's Tax Compliance.

Landlord shall pay in a prompt and timely manner all Property Taxes and all real estate taxes and assessments on the Land, Building and Leased Premises, and taxes and assessments levied in substitution or supplementation in whole or in part of such taxes, all personal property taxes for the Building's personal property, including license expenses, all taxes imposed on services of Landlord's agents and employees related to the Building, all other taxes, fees or assessments now or hereafter levied by any governmental authority on the Land, Building or its contents or on the operation and use thereof (except as relate to specific tenants) of the Building (collectively, "**Landlord's Taxes**"). Landlord shall immediately notify Tenant in the event that any of Landlord's Taxes are not paid when due. In the event that Landlord fails to pay any of Landlord's Taxes in a timely manner, Tenant shall have the right to terminate this Lease without penalty or any further liability hereunder. Tenant shall also have the right, but not the obligation, to pay on behalf of Landlord the amount of any Landlord's Taxes directly to the appropriate taxing authority and shall have the right to set off the amount of such payments directly against its payment obligations to Landlord hereunder.

8. Permitted Use.

Tenant acting through the agency, board or division identified in the introductory paragraph of this Lease, or by such other agency, board or division of Tenant as Tenant may designate by written notice to Landlord may use the Leased Premises for any Permitted Use. Tenant's use of the Leased Premises shall be in compliance with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, city and town governments.

9. Repairs, Maintenance and Janitorial Service.

Landlord shall be responsible for and shall bear all of the risk and expense of any and all maintenance, repairs and replacements relating to the Land, Building and Leased Premises. Without limiting the generality of foregoing, Landlord shall at its own expense: (i) keep the sidewalks, curbs, entrances, passageways, lobby, halls, stairways, parking lot (if any) and areas adjoining the Building in a clean and orderly condition, free from snow, ice, rubbish and obstructions; (ii) maintain and make routine and other necessary repairs and replacements to the interior and exterior of Building and the Leased Premises (iii) make plate glass replacements; (iv) be responsible for landscaping the Land, trimming shrubs, leaf removal and lawn cutting; (v) repair, maintain and replace as necessary all Building systems including without limitation all plumbing, electrical, HVAC and elevators (if any); and (vi) make any structural repairs of or replacements to the foundation, walls and roof of the Building and repairs or replacements to any septic/treatment system, the parking lot and mechanical and utility systems on the Building or Leased Premises. Landlord shall also provide, at Landlord's sole cost and expense, janitorial garbage and waste removal and other services for the Leased Premises as described on Exhibit D.

10. Tenant's Trade Fixtures.

Tenant may install Tenant's Trade Fixtures in the Leased Premises provided that the same will not materially impair or diminish the rental value of the Leased Premises or the Building. Tenant's Trade Fixtures will, notwithstanding the manner of their installation, remain the property of Tenant and may be removed by Tenant upon the termination of this Lease. In the event Tenant elects to remove Tenant's Trade Fixtures, Tenant will repair any damage to the Leased Premises occasioned by such removal. Any of Tenant's Trade Fixtures left on the Leased Premises upon the termination of this Lease, will be deemed to have been abandoned and to be the property of Landlord to dispose of in its sole discretion.

11. Alterations and Improvements.

Tenant may make any alterations or improvements to the Leased Premises with the prior consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. In the event that Tenant does not remove such alterations and improvements at or prior to the expiration or termination of this Lease, such alterations and renovations will become the property of Landlord.

12. General Representations and Warranties of Landlord

Landlord represents and warrants to Tenant (which representations and warranties shall be deemed continuing representations and warranties throughout the Term and any subsequent time as Tenant occupies the Leased Premises, or any part thereof) that: (a) Landlord has good and marketable record title to the Land and the Building; (b) Landlord has full and lawful right to enter into this Lease; (c) Landlord is not in material default of any financing and/or mortgage pertaining to the land and building; (d) the use of the Leased Premises by Tenant for the purposes set forth in this Lease will not violate the provisions of any lease, mortgage, agreement, restriction or zoning or building law, code or ordinance in effect and applicable with respect to the Leased Premises; (e) Landlord will not enter into any lease, agreement or other undertaking which will violate or interfere with any of Tenant's rights hereunder; (f) there are no present or pending violations of any applicable public, building or local safety law or regulation with respect to the Premises, or the Building, nor is there any violation of any zoning law, ordinance or regulation or any subdivision, plat, deed or other restriction; (g) all plumbing, heating, air conditioning, electrical equipment and other Building systems are of such design, efficiency and capacity as will insure the comfortable and economic enjoyment of the Leased Premises by Tenant, its servants, agents and invitees, throughout the Term of this Lease and any extension or renewal thereof; (h) the figures constituting the "Rentable Square Feet in the Leased Premises" and the "Rentable Square Feet in

the Building" are accurate and correct; (i) the Building is in strict compliance with all appropriate local, state and federal laws, regulations and building codes as the same may be amended form time-to-time, including but not limited to the Americans Disabilities Act of 1991, the Rhode Island State Fire Code and all local, state and federal fire safety codes, the Architectural Barriers Act of 1968, the Rehabilitation Act of 1973, and Rhode Island General Laws Sections 37-8-15 and 38-8-15.1 relating to access for the physically handicapped; and (j) the Building complies with the energy efficiency standards and program requirements of the Statewide Energy Conservation Office and Rhode Island General Laws Section 37-8-17.

13. Landlord's Insurance

Landlord will obtain and pay for 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 Land and Building, including the Leased Premises, the coverage and protection of such insurance to be not less than One Million Dollars ($1,000,000) and aggregate, and such policies shall name Tenant as an additional insured. Limits of such commercial general liability insurance will be increased if required by the Applicable Rules and Regulations. Landlord shall also obtain and pay for fire and extended coverage insurance covering the Building, including the Leased Premises, the Leased Premises' equipment and common area furnishings and leasehold improvements in the Leased Premises, in an amount not less than the full replacement cost without deduction for depreciation from time to time during the Term of this Lease, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended peril (all risk), boiler and other pressure vessels, flood, glass breakage and sprinkler leakage with One Million Dollars ($1,000,000) of extra expense coverage so that expeditious repair of the Building may be undertaken in the event of a loss. Landlord shall, prior to the Commencement Date and on each anniversary of the Commencement Date during the term and otherwise upon request of Tenant, deliver to Tenant, a certificate of insurance of all policies procured by Landlord in compliance with its obligations under this Lease. This certificate of insurance shall name the Tenant as an additional insured on the policy. In the event any part of the Building is in a flood zone, then Landlord shall also provide evidence of flood insurance. All policies of Landlord insurance shall contain endorsements that the insurer(s) will give to Tenant and its designees at least thirty (30) calendar days advance written notice of any change, cancellation, termination or lapse of said insurance. All insurance required under this Lease will be issued by companies duly authorized and licensed to do business in the State of Rhode Island and otherwise reasonably satisfactory to Tenant. Each such policy will contain a provision that no act or omission of Landlord or Tenant will affect or limit the obligation of the insurer to pay the amount of the loss sustained by, or claim made against, Tenant. Even if caused by or arising out of the negligent act or omission of either party, each party hereby waives all liability of, and all right to recovery and subrogation against, and agrees that neither it nor its insurers will sue the other party, for an loss of or damage to property arising out of fire or casualty to the extent insured, and each party agrees that all insurance policies relating to the Leased Premises shall contain waivers of such liability, recovery, subrogation and suit.

14. Fire or Other Casualty

If the Leased Premises or any part thereof is damaged by fire or other casualty in an estimated amount valued at less than Five Hundred Thousand Dollars ($500,000), then, Landlord will forthwith commence and continue with all reasonable diligence the repair of the same; provided, however, that if the estimate costs of repair is valued at more than Five Hundred Thousand Dollars ($500,000), if

Landlord so elects, then upon written notice given not later than thirty (30) calendar days after such casualty, either party may terminate this Lease as of the date of such casualty and a proportionate part of the rent and additional rent, if any, paid in advance will be repaid to Tenant. If the repair of the damage to the Leased Premises is reasonably determined by an architect reasonably acceptable to the parties require more than one hundred eighty (180) days (assuming work will be performed during normal working hours) to complete and the Tenant will be deprived of substantially all beneficial use of the Leased Premises during that time, or such repair is not commenced within sixty (60) calendar days after the date of the casualty, then Tenant may terminate this Lease as of the date of such casualty and a proportionate part of the Rent and Additional Rent paid in advance will be repaid to Tenant. Any such termination notice will be deemed null and void if Landlord cures the failure within a period of thirty calendar (30) days thereafter. Until the Leased Premises are restored by Landlord, there will be an equitable abatement of Rent and Additional Rent and all other expenses (taxes, utilities, etc.) payable by the Tenant.

15. Indemnification.

To the extent permitted by law and subject to the terms of Section 13, Landlord shall indemnify, defend and hold Tenant harmless from, against and in respect of any and all damage, loss, cost, expense and all other claims whatsoever arising from Landlord's ownership, use or occupancy of the Building, Land or Leased Premises (including reasonable attorneys' fees) which Tenant may sustain, or to which Tenant may be subjected, by reason of (a) any inaccuracy in or breach of any of Landlord's representations and warranties contained in this Lease or in any document delivered in connection herewith; (b) damage to property or injury to Persons including death resulting or arising from any accident or other occurrence on or about the Leased Premises, Land or Building; and (c) any act or omission of Landlord including any of Landlord's contractors, licensees, invitees, customers, agents, servants, or employees, which constitutes a breach or default under, or other failure to perform, satisfy or discharge any of Landlord's covenants or agreements under the Lease; and Landlord shall also defend Tenant against and exonerate Tenant from any claim, charges, suits or other proceedings seeking to impose such party, or which may result in the imposition upon such party of, any such damage, loss, cost or expense.

Subject to the limits of liability set forth in Rhode Island General Laws Section 9-31-1 et. seq., Tenant shall indemnify, defend and hold Landlord harmless from, against and in respect of any and all damage, loss, cost and expense (including reasonable attorneys' fees) which Landlord may sustain, or to which Landlord may be subjected, by reason of damage to property or injury to persons resulting from any accident or other occurrence on or about the Leased Premises when such injury or damage is caused in whole or in part by any act, neglect, fault, or omission of any duty with respect to the same by Tenant, its agents or employees.

16. Condemnation.

If all or any material portion of the Building is taken in condemnation proceedings or by exercise of any right of eminent domain, Landlord and Tenant shall each have the option, exercisable by written notice to the other party, to terminate this Lease as of the date of the taking. In the event of any such proceeding, each party may seek to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Assignments and Subleases.

Tenant may assign or encumber its interest in this Lease or in the Leased Premises, or sublease all or any part of the Leased Premises, with Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

18. Default and Remedies.

In the event of any default by Tenant in the performance or observance of any agreement or condition in this Lease contained on Tenant's part to be performed or observed, Landlord may give Tenant written notice specifying such default (provided, however, no notice shall be required to be given to Tenant as to its failure to pay Rent or Additional Rent) and, if Landlord shall do so, then Tenant shall have thirty (30) days in which to cure any such default; provided, however, if such default is of a non-monetary nature and, although curable, cannot reasonably be cured within thirty (30) calendar days, Tenant shall not be in default if Tenant commences to cure such default within the aforesaid thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event that Tenant shall remain in default following the foregoing cure period, then, notwithstanding any license or waiver of any former breach of covenant in a former instance, it shall be lawful for Landlord thereupon or at any time thereafter, to terminate this Lease and all of Tenant's interest hereunder by giving written notice to Tenant of such termination and of the effective date thereof (and, such notice having been given, this Lease shall cease and expire on the date named therein), without waiver or prejudice, however, to the Landlord's claims for Rent and Additional Rent, if any, then due and thereafter due for the period that would have constituted the balance of the Term but for such termination. Landlord may also assert all other claims for breach of covenant hereunder sand may exercise all other rights and remedies available hereunder and at law and in equity. Landlord shall, however, have an affirmative duty to use reasonable efforts to mitigate its damages.

If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on Landlord's part to be performed or observed and shall not cure such default within thirty (30) calendar days after notice thereof from Tenant (or if such default, although curable, cannot reasonably be cured within 30 days, if Landlord shall not within said period commence to cure such default and thereafter proceed to cure such default to completion with due diligence), Tenant shall have the option, but not the obligation, and without waiving any claim for damage, or any other right or remedy of Tenant, in law or in equity or otherwise available under this Lease, at any time thereafter give written notice to Landlord that if efforts to cure such default are not commenced within 5 calendar days and thereafter diligently prosecuted to completion, Tenant will be entitled to cure the default on Landlord's behalf or in the alternative, Tenant may terminate Lease. If Tenant cures Landlord's default at its own expense, the Tenant shall be entitled to reimbursement of all reasonable documented cost of such cure from Landlord and may deduct said costs from the rent due under this Lease.

Without limiting any and all other rights available to Tenant at law or equity, Tenant shall have the rights provided to it under the Applicable Rules and Regulations.

19. Landlord Access; Secure Areas

Landlord and its authorized representatives will have the right to enter the Leased Premises at all reasonable times (after providing reasonable prior notice, in writing, except in the case of apparent emergencies or necessary repairs, in which event only notice that is reasonable under the circumstances will be required) for any of the following purposes: (i) to determine whether the Leased Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (ii) to show the

Leased Premises to prospective brokers, agents, buyers or mortgagees; or (iii) to do any necessary maintenance and to make any restoration or repairs to the Leased Premises or the Building.

Tenant may designate one or more portions of the Leased Premises as a "Secure Area" for use as a computer room or for purposes of storing confidential information. Landlord shall have no access to any such Secure Areas except in the presence of Tenant, or its representatives, or in the case of an emergency affecting life and safety. If Tenant so designates such an area, Landlord shall have no responsibility to clean or maintain such Secure Areas.

20. Surrender.

At the expiration or sooner termination of this Lease, Tenant will peaceably surrender the Leased Premises in good order, condition and repair, excepting reasonable wear and tear and excepting damage or other matter which is the risk or obligation of Landlord. Upon surrender, the Tenant is not responsible for the removal of any cabling that has been installed in the leased premises. If Tenant remains in possession of the Leased Premises after the expiration of the Term and continues to pay Rent without any express agreement as to holding over, Landlord's acceptance of Rent will 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.

21. Quiet Enjoyment.

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

22. Signs.

Tenant may place signs pertaining to its operations within the Leased Premises. Tenant may not place signs in common areas of the Building or on the exterior of Building without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

23. Tenant's Early Termination Right

Tenant shall have the right to cancel the Lease in its entirety by giving not less than twelve (12) months prior written notice (the "**Cancellation Notice**") to Landlord at any time after the first twelve (12) months of the Lease Term in the event that: (a) Tenant reasonably determines that sufficient state and/or federal funding does not or will not exist, nor will be available to Tenant, so as to permit Tenant to meet and make payments specified in this Lease; or (b) due to insufficient State and/or federal funding, the State of Rhode Island reasonably determines that it is necessary to consolidate any or all of the offices of the departments or agencies occupying eighty percent (80%) or more of the Leased Premises into centralized or regional locations owned by the State or any of its agencies. Tenant shall vacate the Leased Premises on the date specified in Tenant's Cancellation Notice, and the Term shall then end. In the event of an early termination of this Lease under this Section, in order to compensate Landlord for the Landlord's Work Tenant shall pay to Landlord as liquidated damages the unamortized cost of such Landlord's Work, which the parties agree shall be an amount equal to $[_____], multiplied by the number of months in the originally scheduled one- year Lease Term remaining after the effective date of the early termination of this Lease.

24. Waivers.

The failure of either party 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 such party herein contained, will not be construed as a waiver for the future of such term, condition, agreement or option. Without limiting the generality of the foregoing sentence, the payment by Tenant of Rent and acceptance by Landlord of such payment with knowledge of a breach of any term, condition, or agreement of the other party will not be deemed to be a waiver of any such breach.

25. Notices.

No notice, approval, consent or other communication permitted or required to be given by this Lease will be effective unless the same is in writing and sent postage prepaid, by United States registered or certified mail, return receipt requested, or by reputable overnight delivery service to the other party at the addresses set forth below, or to such other address as either party may designate by notice to the other party.

If to Landlord:

, RI

With Copy To:

_____
_____
_____
_____

If to Tenant (required copy to both):

Department of Human Services
Howard Avenue
Cranston, RI 0290_
Attn: Director

Rhode Island State Properties Committee
One Capital Hill
Providence, RI 02903
Attn: Chairperson of State Properties Committee

26. Governing Law.

This Lease and the performance thereof will be governed, interpreted, construed and regulated by the laws of the State of Rhode Island, without regard to its conflict of laws provisions.

27. Successors and Assigns.

This Lease will bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. References made herein to the Parties will be deemed to include their respective successors and permitted assigns.

28. Entire Agreement.

This Lease contains all of the agreements of the Parties and may not be modified or amended except by written agreement signed by authorized representatives of each party.

29. Tenant's Estoppel Certificate.

Upon request of Landlord, Tenant shall execute and deliver a form of estoppel certificate such form to be reasonably acceptable to Tenant and its counsel.

30. Non-Disturbance Agreement; Memorandum of Lease.

Tenant's obligations to perform under this Lease are subject to the execution and delivery by each of Landlord's mortgagees of a Non-Disturbance Agreement in form attached hereto as Exhibit E. Landlord shall also execute and deliver, a Memorandum of Lease in the form attached hereto as Exhibit F. The Non-Disturbance Agreement and Memorandum of Lease shall be recorded in the appropriate land evidence records and the recording fees shall be paid by Tenant and Tenant shall receive a credit for such costs against its payment obligations hereunder.

31. Hazardous Substances.

Landlord represents, warrants and covenants that the Leased Premises, Land and Building have not been and will not be used for the release, storage, use, treatment, disposal or other handling of any Hazardous Substance (other than the use of Hazardous Substances necessary for the operation of a permitted legal use so long as such use is or was at all times in compliance with all federal, state and local law, code, ordinance and regulation). The term "**Release**" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended, ("CERCLA"). The term "**Hazardous Substance**" means (i) any substance defined as a "hazardous substance" under CERCLA, (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, and asbestos and (ii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation. Tenant shall: (a) give prior written notice to Landlord of any activity or operation to be conducted by Tenant at the Leased Premises which involves the Release, use, handling, generation, treatment, storage, or disposal of any Hazardous Substance and (b) comply with all federal, state, and local laws, codes, ordinances, regulations, permits and licensing conditions governing the release, discharge, emission, or disposal of any Hazardous Substance and prescribing methods for or other limitations on storing, handling, or otherwise managing Hazardous Substances and codes relating to hazardous substances, hazardous waste and asbestos abatement.

32. Miscellaneous.

The title of this Lease, as well as the paragraph and subparagraph titles, are for convenience of reference only and will 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 consent, approval or acceptance required or permitted to be given by a party to this Lease

will be in writing. Any notice required or permitted to be given by a party to this Lease will be in writing and will be given within the time provided for herein. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original.

[Remainder of Page Intentionally Blank]

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

LANDLORD:

By: _____
Name:
Title: Managing Member

STATE OF _____
COUNTY OF PROVIDENCE

In _____, on _____, before me personally appeared _____, Managing Member of _____, a Rhode Island limited liability corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of said _____, a Rhode Island limited liability corporation, and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of _____.

_____
Notary Public
My Commission Expires:_____

TENANT:

State of Rhode Island and Providence Plantations, acting through its Department of Human services

By: _____
Name: Courtney Hawkins
Title: Director

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on _____, before me personally appeared Courtney Hawkins, Director of the Rhode Island Department of Human Services, to me known and known by me to be the party executing the foregoing instrument on behalf of said Department of Human Services, and she acknowledged said instrument, by her executed in her capacity as aforesaid, to be her free act and deed and the free act and deed of said Department of Human Services on behalf of the State of Rhode Island and Providence Plantations.

_____
Notary Public
My Commission Expires:_____

STATE PROPERTIES COMMITTEE

APPROVED this _____ day of _____ 2019 by the State Properties Committee.

APPROVED AS TO SUBSTANCE:

By: _____

Marco Schiappa, Chairman

APPROVED AS TO SUBSTANCE

AND FORM:

By: _____

Gregory S. Schultz, Assistant Attorney General

APPROVED AS TO SUBSTANCE:

By:_____

Dane Kwiatkowski, Designee of the

Director, Department of Administration

APPROVED AS TO SUBSTANCE:

By: _____

Constance Pemmerl, Public Member

APPROVED AS TO SUBSTANCE

By:_____

Robin Main, Public Member

EXHIBIT A

DESCRIPTION OF LAND

EXHIBIT B

FLOOR PLAN

EXHIBIT C

RENOVATIONS AND ALTERATIONS

LANDLORD/TENANT WORK LETTER

EXHIBIT D

JANITORIAL AND OTHER SERVICES SCHEDULE

Landlord covenants and agrees with Tenant to provide cleaning and janitorial services for the Leased Premises substantially in accordance with the following schedule:

Landlord must provide the janitorial services of a professional cleaning-service company that consistently, adequately, and sufficiently supervises the employees of such company and ensures that standard office-cleaning practices are followed and performed at all times. The Landlord must submit to the User Agency a business profile of the selected cleaning company with the name and telephone number of the day-time contact person, as well as a list of employees performing the service, and the name of the person responsible for daily supervision. The Landlord must update this information as necessary for the User Agency during the term of the lease.

Landlord must provide Material Safety Data Sheets for all cleaning products used on site to Tenant and User Agency. All janitorial services must be provided after normal daytime working hours. Services include:

Daily: Empty waste baskets; remove trash; wash and clean all fixtures, counters, and floors in restrooms and Staff Support Rooms, replenish paper and soap products in all restrooms, replenish paper products in all Staff Support Rooms, sweep uncarpeted floors (including entrances, lobbies, and corridors); vacuum carpeting in the main reception area with HEPA-filter vacuum; clean drinking fountains and H_20 points of use.
Weekly: Vacuum carpeting in the offices, conference rooms and and open office/cubicle areas with a HEPA-filter vacuum.
Weekly: Wash all uncarpeted floors, dust furniture and all horizontal surfaces, including, by way of example and not limitation, fixtures, blinds, window sills, and convection units; clean and sanitize all restroom plumbing fixtures; buff uncarpeted floors; clean all door-entry window glass, visual-glass panels on room doors, all glass sidelights, all office visual-glass panels, and all modular-furniture Plexiglas panels.
Quarterly: Strip, wax, and buff uncarpeted floors; vacuum air diffusers and return grilles.
Semi-Annually: Clean carpet using a cleaning method consistent with carpet manufacturer's instructions; wash windows (inside and outside); damp-wash air diffusers, return grilles, and surrounding walls and ceilings.
Annually: Wash blinds; dust all high surfaces.
As Needed: Supply and replenish all paper and soap products in restrooms; supply and replace paper towels in Staff Support Rooms, supply and replace all liners for all waste and sanitary napkin receptacles; exterminate pests; spot-clean carpets.
Recyclables Collection: As needed but not less than once per week, empty Landlord-provided white-paper recycling receptacles located in each office and at each workstation into Landlord-provided recycling bins for recycling by Landlord. Landlord must institute or maintain recycling programs for the Building for items including, by way of example and not limitation, delivery pallets, cardboard, glass, and recyclable plastic and metals.
Cleaning Products and Methods; Hand Soap and Paper Supplies: Landlord and Landlord's professional cleaning-service company must use environmentally preferable cleaning products and methods, provide hand soap with bio-based ingredients in the restrooms, and supply paper products with post-consumer waste recycled content.

EXHIBIT E

FORM OF NONDISTURBANCE AGREEMENT

THIS NONDISTURBANCE AGREEMENT is made and entered into this ___ day of _____, 20__, by and among _____, a _____ ("**Mortgagee**"), and State of Rhode Island and Providence Plantations acting through one or more of its Boards, Agencies and/or Departments ("**Tenant**").

WHEREAS, Tenant is the holder of a leasehold interest under a lease dated _____, (the "**Lease**") with _____ (the "**Landlord**") demising premises (the "**Premises**") in _____, described in a Memorandum of Lease dated _____ (the "**Memorandum of Lease**") recorded on the land evidence records of the _____ in Book _____ at Page(s) _____; and

WHEREAS, Mortgagee is the holder of a mortgage on the Premises dated _____ and recorded on the land evidence records of the _____ in Book _____ at Page(s) _____.

NOW, THEREFORE, in consideration of the mutual covenants and agreements therein contained, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Mortgagee and Tenant hereby agree and covenant as follows:

1. So long as Tenant is not in default (beyond any period given Tenant to cure such default in the Lease) in the payment of any rent, or additional rent, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, and any renewals or extensions thereof, shall not be disturbed or interfered with by Mortgagee.

2. If the interest of Landlord shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by any other manner, and Mortgagee succeeds to the interest of Landlord under the Lease, or if Mortgagee shall take possession of the Premises, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof, with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto, immediately upon Mortgagee's succeeding to the interest of Landlord under the Lease, whereupon Tenant shall recognize Mortgagee, or any person claiming by, through or under Mortgagee (immediate or remote) as Landlord under the Lease, and the Lease shall continue in full force and effect. Notwithstanding anything herein to the contrary, Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extensions or renewals thereof, and all options thereunder, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth fully herein.

3. If Mortgagee shall succeed to the interest of Landlord under the Lease, or take possession of the Premises, Mortgagee shall be bound to Tenant under all of the terms, covenants and conditions of the Lease including, without limitation, all of Tenant's rights and options thereunder and Tenant shall

from and after Mortgagee's succession to the interest of Landlord under the Lease have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord, if Mortgagee had not succeeded to the interest of Landlord.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns, including all purchasers (both immediate and remote) acquiring the Premises at foreclosure sale, or from Mortgagee should it purchase the Premises at a foreclosure sale or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal the day and year first above-written.

MORTGAGEE:
_____

By:_____
Duly Authorized

TENANT:
State of Rhode Island and Providence Plantations acting through one or more of its Boards, Agencies and/or Departments

By:_____
Name:
Title:

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Mortgagee], to me known and known by me to be the party executing the foregoing instrument on behalf of said [Mortgagee], and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said [Mortgagee].

_____
Notary Public
My Commission Expires:_____

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Board/Agency/Department], to me known and known by me to be the party executing the foregoing instrument on behalf of said [Board/Agency/Department], and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said [Board/Agency/Department].

_____
Notary Public
My Commission Expires:_____

EXHIBIT F

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this ___ day of _____, 20__, by and among _____, a _____ ("**Landlord**"), and State of Rhode Island and Providence Plantations acting through one or more of its Boards, Agencies and/or Departments ("**Tenant**").

1. Landlord hereby demises and leases to Tenant the _____ floor suite consisting of approximately _____ square feet of space in the building known and located at _____, to have and to hold said demised premises, together with all rights, privileges, easements and appurtenances thereunto belonging, for the term and any extension periods set forth below.

2. The demised premises are leased from Landlord to Tenant pursuant to a Lease dated as of _____ day of _____, 20__ (the "Lease").

3. The term of the Lease is _____ (__) years commencing on _____, _____. Tenant shall have the right, at its election, to extend the term of the Lease for ____, ____ (__) year option periods, provided that Landlord receives written notice from Tenant of such exercise at least _____ (__) days prior to the expiration of the Lease or the extension term.

4. The Lease is subject and subordinate to all mortgages that may now or hereafter affect such Lease.

5. All of the terms and conditions of the Lease shall be deemed incorporated herein as fully as though set forth in detail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal the day and year first above-written.

WITNESS:

LANDLORD

_____

By:_____

Duly Authorized

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Landlord], to me known and known by me to be the party executing the foregoing instrument on behalf of said Landlord, and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said Landlord.

_____

Notary Public
My Commission Expires:_____

TENANT:
State of Rhode Island and Providence Plantations acting through one or more of its Boards, Agencies and/or Departments

By:_____
Name:
Title:

STATE OF RHODE ISLAND
COUNTY OF _____

In Providence, on [Date], before me personally appeared [Name], [Title] of [Board/Agency/Department], to me known and known by me to be the party executing the foregoing instrument on behalf of said [Board/Agency/Department], and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed and the free act and deed of said [Board/Agency/Department].

_____
Notary Public
My Commission Expires:_____