

LEASE AGREEMENT

This Lease Agreement (this "Lease") is entered into as of 10/9, 2018, by and between **The City of Central Falls**, a Rhode Island municipal corporation (hereinafter referred to as the "Lessor") and **Rhode Island College** by and through its governing council, the **Rhode Island Council on Postsecondary Education**, a public corporation established pursuant to Chapter 59, Title 16 of the General Laws of Rhode Island (hereinafter referred to as the "Lessee").

It is mutually covenanted and agreed by and between the parties as follows:

1. LEASING DETAILS: For the purposes of this Lease, the following words and phrases are defined as set forth below:

Building:	The Building situated on the Land (as defined below) at that address commonly known as 934 Dexter Street, Central Falls, Rhode Island 02863 consisting of approximately 22,000 total square feet ("SF").
Land:	That parcel of real estate situated at 934 Dexter Street, Central Falls, Rhode Island 02863 and designated as City of Central Falls Assessor's Map 7, Lot 259 on which the Building and all improvements are situated.
Lessor:	The City of Central Falls
Lessor's Address:	580 Broad Street Central Falls, RI 02863 Attn: James A. Diossa, Mayor
Lessee:	Rhode Island College by and through its governing council, the Rhode Island Council on Postsecondary Education
Lessee's Address:	560 Jefferson Boulevard, Suite 100 Warwick, RI 02886 Attn: Brenda Dann-Messier, Commissioner
Leased Premises:	The Building (together with all other improvements) and Land on which the Building is located.
Rent:	\$1.00 per annum.
Term:	Five (5) years from the Rent Commencement Date.

Rent Commencement Date: 10/9, 2018.

Termination Date: Five (5) Years following the Rent Commencement Date (i.e., 10/9, 2023).

Renewal Options: Three periods of five (5) years each, pursuant and subject to Section 22 below.

Right of First Refusal/
Option to Purchase: See Section 23 below.

Permitted Use: The Lessee shall use the Leased Premises as an educational facility and workforce development hub operated by Rhode Island College and for all purposes ancillary thereto.

Each reference in this Lease to any of the titles contained in this Section 1 shall be construed to incorporate the data stated under that title.

2. DESCRIPTION: The Lessor does hereby lease, demise and let unto the Lessee and the Lessee leases and takes from the Lessor the Leased Premises as described above in Section 1 on the terms and conditions set forth in this Lease.

A. The Lessee accepts the Leased Premises in its present, "AS IS" condition. Lessor and Lessee acknowledge and agree that any and all furnishings and equipment in the Leased Premises as of the Commencement of the Term shall be and become the property of Lessee. In connection with Lessee's occupancy, Lessee shall have the right from time-to-time to make such leasehold improvements as it deems necessary or desirable for the Permitted Use. Such permitted leasehold improvements shall be defined as modifications or alterations to the Leased Premises for Lessee's use and occupancy of the Leased Premises and at Lessee's sole cost and expense. In connection with Lessee's leasehold improvements, it shall obtain Lessor's prior approval therefor, which approval Lessor shall not unreasonably withhold, condition, or delay.

B. Lessee shall have appurtenant and exclusive rights to use all improvements at the Leased Premises, including without limitation exclusive rights for Lessee, its invitees and visitors to park in unassigned parking spaces in the parking lot, and to use the walkways, sidewalks and driveways necessary for access to the Building and parking lot. Lessee acknowledges and agrees that Lessee, its employees, personnel, agents, and business invitees, use any and all parking facilities of Lessor at their own risk, and Lessee, for itself, its employees, personnel, and agents, hereby waives any and all claims against Lessor, its employees, agents, and representatives, for property damage or other damage to vehicles arising out of the use of said parking facilities, other than damage resulting from the negligence of Lessor.

3. TERM: To have and to hold the Leased Premises unto the Lessee for and during the Term set forth in Section 1 and ending on the Termination Date, subject to Lessee's Renewal and Purchase Options, and Lessee's Right of First Refusal.

4. RENT: The Lessee shall pay to the Lessor, at the address specified in Section 1, the Rent, without set-off or deduction, at the annual rates for the Term of the Lease as set forth in Section 1, which shall be paid on each anniversary of the Rent Commencement Date.

A. Real Estate and Personal Property Taxes. Inasmuch as the Leased Premises are public property not subject to taxes, Lessee shall have no responsibility to pay real estate taxes in connection with its use and occupancy of the Leased Premises during the Term. Lessee shall be responsible to pay directly all taxes charged against trade fixtures, furnishings, equipment, inventory, or any other personal property belonging to Lessee, if applicable.

5. USE OF THE LEASED PREMISES: The Leased Premises are to be used by the Lessee for the Permitted Use, as set forth above in Section 1.

6. UTILITIES: Lessee shall arrange at its own expense and pay for all utilities used or consumed at the Leased Premises, including without limitation natural gas, electricity, water, sewer, internet access, telephone, cable, and any other services or utilities used or consumed by Lessee in the Leased Premises.

7. REPAIRS, MAINTENANCE, AND JANITORIAL SERVICE: The Lessor shall be responsible for maintaining in good order, condition and repair the roof, foundation, exterior walls and structural components of the Building, and Lessor shall also maintain the electrical, plumbing, sprinkler, and HVAC systems, if any, serving the Building and the Leased Premises. Lessee shall maintain the interior of the Leased Premises and all parts thereof, including glass in interior doors and windows, interior walls, ceilings and floors, in the same first class condition and state of repair as they are at the Commencement Date or as they may be put in during the Term of this Lease, reasonable wear and tear, damage by fire, and other insured against casualty only excepted. The Lessee shall not permit the Leased Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste. Lessor has made and Lessee has relied upon no representations or warranties whether express or implied, as to the condition of the Leased Premises or their suitability for Lessee's Permitted Use other than those, if any, which may be specifically set forth in this Lease. Lessee shall contract and pay at its sole expense for janitorial service in the Leased Premises, and shall keep the Leased Premises, at Lessee's sole cost and expense, in a clean, sanitary, and safe condition. Lessee shall arrange for waste removal at the Leased Premises, and Lessee agrees not to store or dispose of any hazardous or otherwise unlawful material at the Leased Premises.

8. LESSOR NOT LIABLE FOR DEFECTS: During the Term of the Lease, all merchandise, furniture and property of every kind and nature which may be upon the Leased Premises as well as all property that may be brought to the Leased Premises by or for the Lessee, is to be at the sole risk and hazard of the Lessee, and if the whole or any part thereof is destroyed or

damaged by fire, water, or otherwise, or by the use or abuse of water, or by the leaking or bursting of water pipes, or in any other way or manner, no part of the said loss or damage to said property or to the business of the Lessee is to be charged to, or borne by, the Lessor in any case whatever unless and only insofar as is required by the statutes or laws of the State of Rhode Island, or unless such loss results from the negligence of Lessor, its employees, personnel or agents.

9. FIRE, CASUALTY - EMINENT DOMAIN: Should the Leased Premises, or the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, such that such damage, casualty or taking amounts to a material impairment of the Lessee's use and occupancy under this Lease, then the Lessor or the Lessee may elect to terminate this Lease. This Lease shall terminate as of the date of the taking if all of the Leased Premises of said property are taken by condemnation. If neither Lessor nor Lessee elects to terminate, or if the extent of the damage is such that neither Lessor nor Lessee is entitled to terminate, Lessor shall restore the Leased Premises to a condition suitable for its intended use. The Lessee may elect to terminate this Lease if the Lessor fails to restore the Leased Premises to a condition suitable for its intended use within ninety (90) days of said fire, casualty or taking subject, however, to an extension of said time period for force majeure delays outside of the control of the Lessor.

In the event the Leased Premises or a portion thereof or the property of which they are a part are taken in condemnation proceedings or by exercise of any right of eminent domain, the Lessor reserves and will be entitled to collect, and the Lessee does hereby assign to the Lessor all of its rights in and to, the entire award that may be made in any such proceedings without deducting therefrom for any interest of the Lessee under the Lease; provided, however, that Lessee shall be entitled to collect such portions of any award as are specifically made (i) for the value of Lessee's improvements to the Leased Premises; and (ii) for Lessee's moving expenses.

10. ASSIGNING AND SUBLETTING: The Lessee covenants and agrees (i) that whether voluntarily, involuntarily, by operation of law or otherwise, neither this Lease nor the Leased Premises, nor any interest herein or therein, will be assigned, mortgaged, pledged, encumbered or otherwise transferred without Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned, and (ii) that the Leased Premises, shall not be used or occupied by anyone other than Lessee, or for any use or purpose other than a Permitted Use, or be sublet, in whole or in part, without Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee may, without Lessor's consent, assign its interest in this Lease or sublet the Leased Premises to the University of Rhode Island, Rhode Island College, or the Community College of Rhode Island.

11. DEFAULT AND REMEDIES/TERMINATION:

A. In the event of a breach by Lessee of any material covenant for the benefit of Lessor hereunder, Lessor shall promptly provide notice to Lessee at the address specified above in Section 1, which notice shall state in specific detail the alleged breach and the action required by Lessee to cure such breach. Upon receipt of such notice, Lessee shall have thirty (30) days to cure the breach; provided, however, that if Lessee has commenced the cure within said thirty (30)-day

period and is diligently effectuating said cure, the cure period shall be extended for such additional time as may reasonably be necessary to complete said cure. In the event that Lessee fails to cure the breach as aforesaid, then Lessee shall be in default of this Lease, and this Lease shall become and be terminated at the Lessor's sole and exclusive election. Thereafter, and consistent with applicable requirements of Rhode Island law, Lessor may, in person or by agent or attorney and as its exclusive remedy, enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of their former estate, and expel the Lessee and those claiming under it and remove their effects, and upon entering as aforesaid, this Lease shall terminate.

B. Lessee's Early Termination Right. Notwithstanding anything contained herein, Lessee shall have the right to terminate this Lease and vacate the Leased Premises upon providing Lessor with ninety (90) days prior written notice of its intention to terminate the Lease. Upon such termination, Lessee shall have no further obligation to Lessor to pay Rent or otherwise comply with the terms of this Lease.

12. ALTERATIONS, ADDITIONS AND SIGNS: Lessee may and from time-to-time, make alterations, modifications, or additions to the Leased Premises consistent with the Permitted Use without the prior written consent of Lessor. Lessee shall be permitted to have sign identification at the exterior of the Building (to be provided at Lessee's expense), in a design and size consistent with commercial standards. It is hereby understood that, subject to the foregoing, the Lessee shall not erect any sign at the exterior of the Building and/or the Leased Premises without all necessary municipal or other required permits in regard to each and every such sign. Notwithstanding any permission given by Lessor and/or by any permitting authority, Lessee agrees to comply with all laws, ordinances, rules and regulations with regard to signs and to pay any and all costs and expenses in connection with the installation or maintenance thereof.

13. IMPROPER USE: No trade, occupation or activity shall be carried on upon the Leased Premises, or use made thereto, except in compliance with Section 5 and all applicable laws. The Lessee shall not use the Leased Premises so that such use shall be unlawful, improper, noisy, or offensive or contrary to any law of the State of Rhode Island, or of the United States of America, or any ordinance or by-law, of the City or Town in which the Building is located, or which may be injurious to any person or property. Lessee shall be solely responsible for obtaining any required zoning approvals for use of the Building and Leased Premises for the Permitted Use.

14. SURRENDER OF THE PREMISES: At the expiration of the Lease, or sooner termination thereof, the Lessee shall be entitled to remove all its furnishings, equipment, personal goods and effects, including any fixtures installed by Lessee, and shall quietly and peaceably surrender up to the Lessor possession of the Leased Premises in as good repair, order, and condition as the same now are or may be put in hereafter, reasonable use and wear and damage by fire or unavoidable insured against casualty only excepted.

15. QUIET ENJOYMENT/NON-DISTURBANCE: The Lessee shall peaceably hold and enjoy the Leased Premises during said Term without any hindrance or interruption by the Lessor of any person claiming by, through, or under it or any hindrance or interruption by any other tenant

or any person claiming by, through or under it.

16. SUCCESSION: This Lease and each provision thereof shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective heirs, successors, and assigns. This Lease contains the entire agreement between the parties hereto and no addition to or modification of any terms or provisions of the Lease shall be effective unless set forth in writing signed by both the Lessor and the Lessee.

17. LIABILITY INSURANCE/INDEMNITY:

(a). The Lessee shall at all times during the Term of this Lease and any further period of its occupancy of the Leased Premises at its own sole cost and expense procure and maintain comprehensive premises liability insurance protecting both the Lessee expressly as named insured and the Lessor as additional insured against any and all liability for claims by whomsoever asserted arising in connection with the Lessee's use or occupancy of the Leased Premises in the minimum amount of coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate for liability for personal injury and/or property damage with a company or companies licensed to do business in the State of Rhode Island, and the Lessee shall deliver to the Lessor a certificate of insurance as evidence of such coverage. Lessee further agrees to require any permitted sub-lessee to carry liability insurance in the same amounts and for the same conditions for any period of occupancy or possession and renewals thereof, such insurance to provide for ten (10) days' notice to the Lessor herein in the event of cancellation, and to provide certificates of insurance as evidence of such coverage. The Lessee also agrees to insure all of its personal property in the Leased Premises.

(b). To the extent permitted by law, Lessor and Lessee (each an "Indemnifying Party") agree to hold each other harmless and defend the other from and against any and all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses (including reasonably attorney's fees) for damages to any property, or injury or death to any person arising out of (i) any acts or omissions of an Indemnifying Party at the Leased Premises, except to the extent any such damages are caused by the gross negligence or intentional conduct of the other party; and (ii) any breach or default by an Indemnifying Party of this Lease.

(c). Nothing in this Lease shall be construed to impose any personal liability upon the members of Lessor's city council or upon any of Lessor's appointed or elected officials, upon the board members of the Lessee Council, its commissioner, other officers or employees, or upon the trustees, officers, or employees of the Lessee College.

18. REQUIRED APPROVAL. Lessor acknowledges that this Lease is subject in all respects to prior approval from the Rhode Island State Properties Committee (the "RISPC") pursuant to applicable Rhode Island law. In connection with such approval, Lessor agrees to cooperate with Lessee as reasonably required, including without limitation executing such application and/or other documents as may be required, and attending any hearings, public or otherwise, as may be conducted by the RISPC.

19. RECORDING; NOTICE OF LEASE: The parties agree not to record this Lease or to cause this Lease to be recorded in any public office, but Lessee may, at its expense, record a Notice or Memorandum of Lease in form and with such content as Lessor shall approve, which approval shall not be unreasonably withheld, conditioned, or delayed.

20. LESSOR'S RIGHT TO CURE DEFAULTS: Lessor may but shall not be obligated to, cure, at any time, following fifteen (15) days' prior notice to Lessee, except in cases of emergency when no notice shall be required, any default by Lessee under this Lease; and whenever Lessor so elects, all costs and expenses incurred by Lessor, including reasonable attorneys' fees and expenses, in curing a default shall be paid by Lessee to Lessor as additional rent on demand, together with interest thereon at the maximum rate permitted by law from the date of payment by Lessor to date of payment by Lessee.

21. HOLDOVER: If the Lessee remains in possession of the Leased Premises after the expiration of the Term of this Lease and continues to pay Rent without any express written agreement as to holding over, the Lessor's acceptance of Rent will be deemed an acknowledgment of the Lessee'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.

22. LESSEE'S OPTION TO RENEW: Lessee, provided that it has paid the Rent and is not in default of any provision hereof, shall have the option to extend this Lease for three periods of five years each from the expiration of the initial Term (each, an "Extended Term"), upon the same terms, covenants and agreements which are contained in this Lease, except as to this option to extend. Lessee's option to renew shall be deemed to have been exercised automatically unless Lessee shall have given Lessor written notice of Lessee's intent not to renew at least sixty (60) days prior to the expiration of the initial Term. During an Extended Term, Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to Lessor. The Rent during the Extended Term shall be unchanged from the initial Term, payable at the times and subject to the conditions set forth above in Section 4.

23. LESSEE'S OPTION TO PURCHASE/RIGHT OF FIRST REFUSAL. Lessee shall have the option, at any time during the Term, to purchase the Leased Premises from Lessor for \$1.00. The option shall be exercised by delivering written notice to Lessor, and the closing on such purchase shall take place on the date specified in the notice. Likewise, in the event that Lessor desires to sell the Leased Premises to a third party, it must provide written notice to Lessee forthwith upon acceptance of any offer to purchase, and Lessee shall have the right to purchase the Leased Premises for \$1.00 by delivering written notice to Lessor within thirty (30) days of receipt of the Lessor's notice. Lessor acknowledges that Lessee's option or right to purchase is subject in all respects to prior approval from the RISPC pursuant to applicable Rhode Island law.

24. NOTICES: No notice, approval, consent or other communication permitted or required to be given by this Lease will be effective unless the same is sent postage prepaid, by United States registered or certified mail, return receipt requested, to the other party at the following addresses: if

to the Lessor, at the address set forth in Section 1 with a copy to: Mathew Jerzyk, Esq., Solicitor, City of Central Falls, 580 Broad Street, Central Falls, RI 02863; and if to the Lessee, at the address set forth in Section 1 with copies to: Douglas A. Giron, Esq., Shechtman Halperin Savage, LLP, 1080 Main Street, Pawtucket, RI 02860 and to Ronald A. Cavallaro, Esq., Community College of Rhode Island, 400 East Avenue, Warwick, RI 02885, or to such other address as either party may designate by notice to the other party.

[Signatures Appear on Next Page.]

IN WITNESS WHEREOF, the Lessor and Lessee have executed this instrument under seal as of the day and year first above written.

WITNESS:

[Signature]
[Signature]
[Signature]

LESSOR: **City of Central Falls**

By: [Signature]
James A. Diossa, Mayor

LESSEE: **Rhode Island Council on Postsecondary Education**

By: [Signature]
Name: TIMOTHY J. DELGIUDICE
Title: CHAIR

Rhode Island College

By: [Signature]
Name:
Title:

RHODE ISLAND STATE PROPERTIES COMMITTEE

APPROVED the 9th day of October 2018 by the State Properties Committee.

APPROVED AS TO SUBSTANCE:

By: [Signature]
Chairperson

APPROVED AS TO SUBSTANCE AND FORM:

By: [Signature]
Special Assistant Attorney General

APPROVED AS TO SUBSTANCE:

By: [Signature]
Title: DOA Designee

APPROVED AS TO SUBSTANCE

By: [Signature]
Title: public member

APPROVED AS TO SUBSTANCE:

By: [Signature]
Title: public member

APPROVED

[Signature]
City Solicitor