

**AMENDMENT TO
LEASE AGREEMENT**

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is entered into on this 19th day of November, 2014 by and between THE CITY OF CENTRAL FALLS, a municipal corporation in the State of Rhode Island having its principal place of business located at 580 Broad Street, Central Falls, RI 02863 ("Landlord") and CHEIN & ASSOCIATES, LLC, a Rhode Island limited liability corporation having its principal place of business located at 30 Bloomingdale Avenue, Pawtucket, RI 02860. ("Tenant").

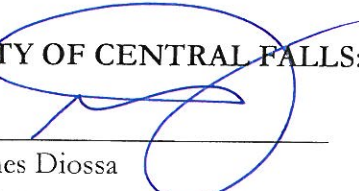
WHEREAS, the Tenant seeks to exercise Section 4 of the Lease Agreement, providing the Tenant with a lease renewal for one (1) additional one (1) year term upon the same terms and conditions as provided in the Lease Agreement; and City Council approval of this Option is required,

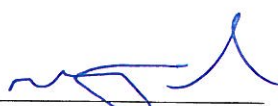
NOW, THEREFORE, in consideration of the foregoing and mutual covenants and undertakings hereinafter set forth, the parties hereby agree to amend the aforementioned Lease Agreement as follows:


- 1) The term of the Lease Agreement is renewed and extended for one (1) year, on or until December 1, 2015 subject to all of the covenants, restrictions and conditions of the Lease Agreement and to the following conditions:
 - a. The Blue Heron remains a seasonal, light-fare restaurant; and
 - b. The Tenant agrees to voluntarily terminate this Agreement upon thirty (30) days written notice of the Landlord approving a bid for the development or purchase of the Premises
- 2) Unless explicitly amended by section 1 above, the remainder of the Agreement remains in full force and effect until December 1, 2015 or earlier, if by agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of November, 2014.

CITY OF CENTRAL FALLS:

By: 
James Diossa
Mayor

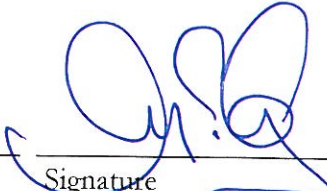
By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Leonard Morganis
Administrative and Finance Officer

Date: 11/21/2014

CHEIN & ASSOCIATES LLC:

By: CARLOS TORON
Printed Name


Signature

Date: 08 JUN 15

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement" or "Lease") is entered into on this 23rd day of June, 2014 by and between THE CITY OF CENTRAL FALLS, a municipal corporation in the State of Rhode Island having its principal place of business located at 580 Broad Street, Central Falls, RI 02863 ("Landlord") and CHEIN & ASSOCIATES, LLC, a Rhode Island limited liability corporation having its principal place of business located at 30 Bloomingdale Avenue, Pawtucket, RI 02860. ("Tenant").

WITNESSETH:

Landlord and Tenant hereby agree with each other as follows:

SECTION 1. Premises: In consideration of the rents, covenants, and obligations herein provided, Landlord does hereby lease and demise to Tenant the property located at 1420 Broad St., Central Falls, RI (the "Premises").

SECTION 2. Term: The term of this lease shall be for six (6) months beginning on June 1, 2014 and ending on December 1, 2014 (the "First Full Term").

SECTION 3. Rent and Utilities: Rent for the First Full Term shall be as follows: Rent from the commencement shall be for \$1.00 for the entire term. Tenant covenants and agrees to pay, as Additional Rent, 100% of all gas, electricity, water and sewer usage fees and assessments related thereto for the term of this lease, including the water usage fees for the fire sprinkler system servicing the Premises, if any. Landlord shall provide Tenant with the invoices for gas, electricity, water and sewer usage fees to be paid by Tenant as additional rent within ten (10) days of receiving said invoices from the Landlord. Any payment not delivered to Landlord within twenty (20) days of the required payment date shall result in a late fee due to Landlord in the amount of Two Hundred Dollars (\$200.00) per outstanding payment. Any payment not delivered to Landlord within forty (40) days of the required payment date shall result in immediate termination of this lease. It is the intention of the Landlord and the Tenant that the rent herein specified shall be net to the Landlord during the term of this Lease, that all costs, expenses and obligations of every kind relating to the Premises and structures, devices, and components servicing the premises for ingress or egress which may arise or become due during the term of this Lease shall be paid by the Tenant in the form of direct payment to the Landlord or as otherwise designated by Landlord, and that the Landlord shall be indemnified by the Tenant against such costs, expenses, and obligations.

All check payments are to be made payable as follows:

City of Central Falls
Attn: Cynthia DeJesus
580 Broad St.
Central Falls, RI 02863

SECTION 4. Option to Renew Lease: Provided that Tenant is not in default of any of the terms and conditions of this Lease, Tenant shall have an option to renew this Lease for one (1) additional one (1) year term upon the same terms and conditions as are provided herein, provided

that City Council approval of this Option is required and must be approved for the Option to take effect.

SECTION 5. Peaceful Possession: The Landlord covenants that the Tenant, upon paying the rental obligations, additional rent or other charges, and performing the covenants and obligations and abiding by the conditions and regulations in this Lease contained, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforesaid.

SECTION 6. Use and Prohibited Uses: The Tenant covenants and agrees to use the Premises only for a light-fare restaurant serving alcoholic and non-alcoholic beverages called "The Blue Heron and for no other purpose (herein defined as the "Permitted Use"). Tenant shall not use or permit the Premises to be used for any other purpose without first obtaining prior written consent from the Landlord and if so granted without first obtaining permits and licenses from all applicable governing authorities having jurisdiction over the contemplated use as the case may be. Tenant shall not lease, sub-lease, assign or transfer its rights to the Premises without prior written consent from the Landlord and approval from the City Council.

Prohibited Uses: Tenant shall not use, or suffer or permit the use of, or suffer or permit anything to be done or anything to be brought into or kept in, the Premises or any part thereof (i) which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease, (ii) for any unlawful purposes or in any unlawful manner or (iii) which, in the judgment of Landlord shall in any way (a) impair or tend to impair the appearance or reputation of the Premises, (b) impair or interfere with or tend to impair with the proper and economic heating, cleaning, air conditioning or other servicing of the building or with the use of any of the other areas of the building. Without limiting the generality of the foregoing, no gambling, betting or wagering shall otherwise be permitted on or about the Premises; no machinery shall be operated in the Premises if such operation involves vibratory motion of any kind, no loitering shall be permitted on or about the Premises; and no loading or unloading of supplies or other material to or from the Premises shall be permitted on the Premises except at times and in locations to approved by Landlord.

If any government license or permit shall be required for the proper and lawful conduct of the Permitted Use, and if the failure to secure such license or permit would in any way affect Landlord, Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. Tenant at Tenant's expense, shall at all times comply with the terms and condition of each such license or permit.

In the event there is a violation of any provision of this paragraph, the Tenant shall indemnify and hold the Landlord harmless for all actions, claims, losses, or damages which may arise as a result of a violation of this paragraph including but not limited to the cost and fees to defend or prosecute any violation of this Lease and the Landlord may at its option, cancel and terminate this Lease at anytime thereafter after the violation of this paragraph, it being expressly agreed that Tenant hereby waives all defenses. In addition to other remedies, Landlord shall have the right to commence all actions in law and equity, including ejectment proceedings against Tenant and may seek injunctive relief against Tenant.

SECTION 7. Default: The Tenant shall, without the requirement of any previous demand, pay to the Landlord or its agent(s) the said rent and additional rent at the times set forth in Section 3 herein and shall comply with the covenants, terms, conditions, and provisions described in this Lease. In the event of non-payment of said rent, additional rent or any charge or other monetary

amount due under this Lease or if any installment thereof or balance shall remain unpaid for a period of forty (40) days after the due date the Tenant shall be in default of this Lease (hereinafter defined as "Monetary Event of Default"). Upon a Monetary Event of Default, the Landlord at its sole option, may terminate the Tenant's rights under this Lease and/or the Landlord or its agents may pursue all legal and equitable actions in all applicable courts against Tenant and without precluded the prosecution of cumulative remedies, Landlord shall have the lawful right without notice to enter the Premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefrom, and may relet the Premises as the agent of the Tenant and receive the rent therefrom upon such terms as shall be satisfactory to the Landlord (herein defined as "Landlord's Remedies"). In addition, if the Premises shall be deserted or vacated for longer than thirty (30) days the Landlord may pursue Landlord's Remedies as defined herein. Any such reentry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this Lease. The Tenant shall be liable to the Landlord for the cost of repairing or altering the Premises for reletting purposes and all expenses of such reletting for a similar use. If the sum realized or to be realized from the reletting is insufficient to satisfy the monthly or term rent provided in this Lease, the Landlord, at its option, may require that the Tenant pay such deficiency month by month, or may hold the Tenant liable in advance for the entire deficiency to be realized during the term of the reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. The Landlord is hereby granted a lien, in addition to any statutory lien or right to distrain that may exist, on all personal property of the Tenant in or upon the Premises, to secure payment of the rent and performance of the covenants and conditions of this Lease. The Landlord shall have the right, as agent of the Tenant, to take possession of any furniture, fixtures or other personal property of the Tenant found in or about the Premises, the Tenant hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The Tenant agrees to pay, as additional rent, all reasonable attorneys' fees and other expenses incurred by the Landlord in enforcing any of the obligations under this Lease.

SECTION 8. Subletting and Assignment and Diminution of Control: The Tenant shall not sublet the Premises, nor any portion thereof, nor shall this Lease be assigned by the Tenant without the prior written consent of the Landlord endorsed hereon and approval of the City Council. A transfer of more than 20% percent of Tenant's interest or in the event of a transfer or change of control of Tenant's entity; or a change in the composition of persons, members or entities owning or operating the Tenant's entity whether by sale, operation of law, merger, or consolidation of Tenant with or into any other entity, including but not limited to, LLC or partnership, shall be deemed an assignment for purposes of this Section 8 and shall be prohibited.

SECTION 9. Condition of Premises, Repairs by Tenant: The Tenant has had an opportunity to and has examined and inspected the Premises and accepts the Premises in its present "AS IS" condition without representations or warranties from the Landlord or its agents. The Tenant accepts the Premises without representations or warranties as to the present state or future condition of the Premises. Tenant shall be responsible for any and all costs of modifying or upgrading the fire alarm and the fire sprinkler system, or as may be necessitated by any construction or build out performed by the Tenant in connection with its proposed use of the Premises. All other work to be performed and all necessary permits and approvals shall be done by Tenant at Tenant's own expense. The Tenant shall keep the Premises and all areas servicing the Premises, including all fixtures, components, and devices attached or placed in, on, or affixed thereto in first-class order, repair and condition and Tenant shall at its expense repair, replace, redecorate, paint, and renovate the Premises, and its parts, including, all stairwells servicing the Premises, as may be necessary to

continually keep the all of such in first-class order, repair, and condition. Tenant agrees to adequately heat the Premises at a minimum temperature of 55° at all times in order to prevent freezing or damage to the plumbing or other things servicing the Premises. Tenant shall at its expenses maintain, repair, and replace all heating and air conditioning components servicing the Premises to adequately heat and cool the Premises. The Tenant shall, at Tenant's expense; maintain, service, repair and replace, the roof, all plumbing (including unclogging, and repair of sewer lines) and electrical components, devices, fixtures, including breakers, pipes, wiring and components associated therewith servicing the Premises. The Tenant shall arrange for routine extermination at and about the Premises, and shall be liable for the cost of any pest control which may become necessary in or about the Premises.

SECTION 10. Alterations and Improvements: Prior to performing any material alterations, repairs or improvements on the Premises, The Tenant shall submit plans drawn to scale to the Landlord for review and to all applicable local and state agencies having authority and jurisdiction, including but not limited to, the local building official and local fire department for review and written approval. Such submitted plans shall detail all work, modifications, alterations to be performed or installed by Tenant. Tenant shall be liable to ensure such plans and projected work are in compliance with all applicable codes, rules and regulations and Tenant's proposed alterations, repairs or work shall not cause any other portion of the building or Property to become in violation of any applicable code or to otherwise become non-code compliant. The Tenant shall not alter or deviate from any plan(s) that are approved by Landlord and any authority having jurisdiction over the matter. The Tenant shall comply with all codes, rules, regulations, applicable inspection procedures and shall not make any penetrations, alterations, additions, or improvements to the Premises without the prior written consent of the Landlord and the building official and local fire department, and if such consent is given such shall be performed at Tenant's expense and in accordance with all applicable laws and codes by licensed contractors approved in writing by Landlord. At Landlord's option, the items described herein shall be the property of the Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or early termination of this Lease, without compensation to the Tenant. Landlord may by written notice to Tenant require removal of all alterations, additions and improvements at the expiration or earlier termination of this Lease and in which case Tenant shall restore the Premises to a clean, finished condition satisfactory to the Landlord. In addition, Landlord may at anytime require the immediate removal of any alterations, fixtures, or additions made without Landlord's written consent.

SECTION 11. Sanitation, Flammable Materials, Debris: The Tenant further agrees to keep all parts of the Premises, the stairwells, and the common areas servicing the Premises, and the parking areas which Tenant's invitees may use, in a clean and sanitary condition free from debris, trash, flammable material, non-business personal property, and other objectionable matter or items determined by Landlord. Tenant at its sole cost shall arrange to have the Premises cleaned and maintained in a sanitary condition. Tenant shall neatly dispose of its trash and shall keep trash, food, debris, and other materials from accumulating in and around any dumpster or the common receptacle whether or not receptacle is used exclusively by Tenant or used in common with others. Landlord may direct, regulate and/or modify the time, place, manner, method, size of receptacle, and frequency of trash removal services for Tenant's business, including those that are placed or implemented on the Property. Tenant shall comply with rules, changes, expenses, demands, regulations affected trash removal at Tenant's expense. In no instance shall Landlord be liable for

any cost, claim, damage, or expense associated with any trash removal method used by or benefiting Tenant.

SECTION 12. Parking Areas, Sidewalks and Stairwells: Tenant agrees to keep the parking areas, including the dirt parking lot behind the building, stairwells, and entranceways servicing the Premises clean and free of all debris, trash, snow and ice. Tenant shall apply sand and salt to such areas as necessary.

SECTION 13. Mechanic's Liens: In the event that any mechanic's lien is filed against the Premises or the Property of which the Premises are a part as a result of alterations, additions or improvements made by the Tenant, Tenant shall satisfy and remove such lien within thirty (30) days of the filing of such lien. In the event the lien is not satisfied or removed within thirty (30) days of the filing of such lien, Landlord, at its option, may terminate this Lease after thirty (30) days' notice to the Tenant and/or may pay said lien, without inquiring into the validity thereof, and the Tenant shall forthwith reimburse Landlord the total expense incurred by Landlord in discharging the said lien, as additional rent hereunder.

SECTION 14. Liability of Landlord: The Landlord shall not be responsible for: (i) any claim or loss of or damage to property or injury to any persons or entities, occurring in or about the Property or Premises, and/or common areas, including but not limited to, claims, damages or injuries caused by fire, water, steam, dampness, air quality, noise, smoke, sewage backups, mold, odors, the bursting of pipes, acts of vandalism or drunkenness; (ii) violations or negligence of any persons, entities, including but not limited to other tenants, whether or not the claim, damage, or injury suffered is caused by reason of any existing or future condition, defect, matter or thing present in or about the Premises, the building, or the Property of which the Premises are a part. The Tenant agrees to indemnify and save the Landlord harmless from any and all costs, fees, claims, and liability for losses of or damage to property, or injuries to persons or entities, resulting from Tenant's business activities, use, or occupancy of the Premises. In the event it is ever judged, ordered, or otherwise decreed or interpreted that Landlord or its agents are or were liable to repair any portion of the Premises or Property and the Landlord or its agent(s) failed to perform such repair, the liability of Landlord shall be limited solely to the cost of making such repair. In the event of any breach by Landlord of any duty imposed on it by law or by provision of this Lease the Landlord shall not be liable to Tenant, or any party claiming through or in connection with Tenant (including Tenant's invitees) for incidental, consequential, or punitive damages. In addition, it is agreed that Tenant assumes all risk of damage to its own equipment, fixtures, and property of every kind of Tenant and of all persons claiming by, through or under Tenant placed in or about the Premises arising from any cause, including without limitation, loss or damage by theft, smoke, water damage or otherwise.

SECTION 15. Utilities and Services: Utilities and services furnished to the Premises for the benefit of the Tenant shall be provided and paid for by the Tenant as follows:

1. telephone accessories and wiring;
2. water and sewer usage fees, taxes, or assessments associated with water and sewer services;
3. gas and electricity utility services;
4. heat, air conditioning and refrigeration;
5. any utility or other service to which the Tenant may avail itself;
6. all costs for the upgrading or relocating any utility servicing the Premises or otherwise in connection with Tenant's use or operation and Tenant;

SECTION 16. Right to Inspect and Exhibit: The Landlord, or its agents, shall have the right to enter the Premises in the day or night to inspect the same, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the building or improvements, or for the safety or convenience of any occupant (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and to put upon the Premises suitable "For Sale" signs. Prior to the expiration or early termination of the term, the Landlord, or its agents, may similarly exhibit the Premises to prospective tenants, and may place the usual "For Rent" signs thereon.

SECTION 17. Damage by Fire, Explosion, The Elements or Otherwise: In the event of the complete destruction of the Premises or the building containing the Premises by fire, explosion, or other casualty during the term hereby created or previous thereto; or if the Premises or the building of which the Premises are a part are partial destroyed as to render the Premises wholly untenable or unfit for occupancy in Landlord's sole opinion; or should the Premises be so badly injured that the same cannot be repaired within one hundred twenty (120) days from the happening of such event, then in any of the above cases the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant upon notice shall immediately surrender said Premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may re-enter and repossess the Premises thus discharged from this Lease and may remove all parties therefrom. If in Landlord's sole discretion, Landlord determines the Premises to be rendered untenable or unfit for occupancy as a result of such casualty, but yet repairable within one hundred eighty (180) days from the happening of said injury, the Landlord may elect to enter and repair the same or direct the Tenant to do so, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the Premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy in Landlord's sole discretion, then in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or any other damage to the Premises or other parts of the building. Notwithstanding the foregoing, if such repair or restoration in Landlord's opinion is necessitated by an act or omission of Tenant, its patrons, agents, employees, invitees, or contractors, then in that event, at Landlord's option, Tenant shall immediately undertake to restore the Premises and/or the building of which the Premises are a part only to the extent of Tenant's insurance coverage provided Tenant maintains and procures coverage as provided in this lease and tenant's insurance covers such, at Tenant's sole cost and expense, and shall reimburse any costs Landlord incurred in investigating the same, and rent shall be due and payable in full during such restoration or Landlord may, at its sole option, undertake such repair and Tenant shall reimburse Landlord the full cost of repairing the same.

SECTION 18. Observation of Laws, Ordinances, Rules and Regulations:

The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the permitted use by Tenant of the Premises. Tenant shall be responsible to make such alterations to the Premises as may be required from time to time in order that the Premises complies with any such laws, ordinances, rules and regulations during the term of this Lease or during its occupancy thereafter. The Tenant agrees not to do or permit anything to be done in said Premises, or keep anything therein, which will increase the rate of fire insurance premiums on the building or improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants or patrons,

or conflict with the regulations of the Fire Department or Fire Marshall or require a special permit or license, or with any insurance policies upon said improvements or any part thereof. Tenant shall be solely responsible for obtaining all necessary licenses and permits (including Certificate of Occupancy) for the lawful operation of its business, and shall provide Landlord with copies of all such documents upon Tenant's receipt thereof. All necessary permits shall be obtained by Tenant, and copies thereof forwarded to Landlord, prior to Tenant opening for business.

SECTION 19. Signage: Any signage shall comply in all respects with any applicable zoning or signage ordinances of the City of Central Falls and shall be installed in a good and workmanlike manner, insured by Tenant, and shall be properly maintained throughout the term of this Lease.

SECTION 20. Rules and Regulations of Landlord: The rules and regulations regarding the Premises and Property, affixed to this Lease, if any, as well as any other and further rules and regulations which shall be made by the Landlord, shall be observed by the Tenant and by the Tenant's employees, agents, customers, invitees, contractors and any breach thereof by any of the aforementioned shall be considered a breach by the Tenant. The Tenant shall be responsible for the conduct of its employees, agents, customers, invitees, contractors. The Landlord reserves the right to rescind any presently existing rules applicable to the Premises, the building and/or the Property and to make such other and further rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the Premises, the building and the Property, and/or for the building or Property's compliance with all restrictions, covenants, regulations, whether now present or for all future laws, regulations, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this Lease. Landlord may repair, modify, make or affix improvements to the Property at anytime.

SECTION 21. Violation of Covenants, Forfeiture of Lease, Reentry by Landlord:

In case of any non-monetary violation by the Tenant of any of the covenants, agreements, terms, restrictions, and conditions of contained in this Lease, or of the rules and regulations now or hereafter to be established by the Landlord, and upon failure to discontinue such violation within forty (40) calendar days after sending of written notice thereof to the Tenant, this Lease shall thenceforth, at the option of the Landlord, become null and void, and/or the Landlord may lawfully commence any applicable legal action (including but not limited to Landlord's Remedies defined in this Lease) or otherwise and may reenter, repossess, and relet the Premises without further notice or demand. All rent and additional rent to be paid hereunder shall in such case become immediately due and payable and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid.

SECTION 22. Notices: All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the Premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by regular mail or by certified mail return receipt requested or by overnight courier, addressed to the Tenant at the address of the Premises or to leave or serve a copy thereof: i) upon the Tenant; or ii) the registered agent for service of process for the Tenant; or iii) tacked upon the front door of the Premises or the mail box; or iv) upon a person of suitable age situated within the Premises. Notices from the Tenant to the Landlord shall be sent by certified mail, return receipt requested, or by overnight courier to the Landlord as follows: City of Central Falls, Attn: Cynthia DeJesus, 580 Broad Street, Central Falls, RI 02863. Tenant shall provide Landlord with an address and telephone

number to be used in the event of an emergency, and shall update that information from time to time as required. Tenant's contact information is as follows:

Address: Chein & Associates, LLC
30 Bloomingdale Ave.
Pawtucket, RI 02860
401-808-4426

SECTION 23. Bankruptcy, Insolvency, Assignment for Benefit of Creditors:

It is further agreed that if at any time during the term of this Lease the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed to the Tenant, then the Landlord may, at its option, terminate this Lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant, or the Tenant's legal representatives.

SECTION 24. Holding over by Tenant: Unless as otherwise specified in this Lease, at the expiration of the term of this Lease, the Tenant shall vacate the Premises in accordance with the provisions described in this Lease. At such time, the Tenant agrees to repair any damage to the interior and/or exterior of the Premises caused by the removal of equipment and all conditions aforementioned in this lease. Landlord shall have the right to charge Tenant, even after the expiration or termination of this Lease, for any costs incurred by Landlord as a result of Tenant's failure to comply with this subsection and those in other sections of this Lease.

SECTION 25. Delivery of Lease: No rights are to be conferred upon the Tenant until this Lease has been signed by the Landlord and an executed copy of the Lease has been delivered to the Tenant.

SECTION 26. Lease Provisions Not Exclusive: The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

SECTION 27. Indemnification and Insurance: Tenant covenants to provide on or before the commencement of this Lease and to keep in force during the term hereof, Comprehensive Liability Insurance indemnifying and saving the Landlord harmless from and against all liability and expense of any kind arising from injuries or damages to persons, or property about the Premises and Property arising out of or resulting in any way from any act or omission of Tenant, its agents, contractors, employees related to the Premises and the common areas (if any) and areas servicing the Premises, and its appurtenances on an occurrence basis with minimum limits of liability in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, property damage, personal injury or death to any one person or persons and/or damage to property.

Tenant shall maintain all-risks or special form Insurance with rent loss coverage at replacement cost value insuring the Tenant on Tenant's personal property for damage by fire or other casualty, including all inventory, trade fixtures, wall and floor coverings, equipment, leasehold improvements either existing at the commencement of the Term or installed during the Term. Tenant agrees to waive his right of recovery against Landlord for all insured losses. Such insurance may not be

cancelled except upon thirty (30) days' written notice to Landlord and any designee(s) of Landlord and shall include the Landlord and any designee(s) of Landlord as additional insured. Tenant agrees to deliver to Landlord, prior to the first day of occupancy of the Premises by the Tenant, and thereafter at least thirty (30) days prior to the expiration of any such policy, a Certificate of Insurance showing compliance with its obligations hereunder. The required insurance shall be written by responsible insurance companies reasonably satisfactory to Landlord.

If Tenant fails or neglects to carry such insurance and pay all premiums therefore, or if the policy or policies of insurance shall be cancelled for any cause and Tenant does not promptly obtain other insurance prior to or simultaneously with such cancellations, Tenant shall be in default and Landlord may obtain such insurance in Landlord's own name to the extent herein provided and pay the premium therefore, and any sums paid by Landlord for said premiums shall be deemed additional rent hereby reserved and shall be payable by Tenant on demand of Landlord, together with interest at the rate of twelve percent (12%) per annum.

SECTION 28. Environmental: Tenant shall defend, indemnify and hold Landlord harmless from and against all loss, cost, expense or damages Landlord, its stockholders, officers, directors or employees may suffer or incur as a result of the discharge, release, generation, storage or disposal of any Hazardous Materials on or about the Premises during the term of this Lease and during all holdover periods.

For purposes of this Lease Hazardous Materials shall mean all oil and petroleum products and all hazardous or toxic substances, all substances which, because of their quantitative concentration, or their chemical, radioactive, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any asbestos (whether or not friable) and any asbestos-containing materials, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs) and chemical, biological and radioactive wastes, and any other substances or any hazardous or toxic wastes or substances which are included under or regulated by any Environmental Laws (herein "Hazardous Materials").

For purposes of this Lease Environmental Laws shall mean all federal, state, or local laws, rules and regulations (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time), and all judicial or decisional law, pertaining to Hazardous Materials, environmental regulations contamination by Hazardous Materials, clean-up of Hazardous Materials or disclosures relating to Hazardous Materials, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("CERCLA"); the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); Superfund Amendments and Reauthorization Act of 1986, Public Law No. 99-499 ("SARA"); Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. ("TSCA"); and all state superlien or environmental clean-up or disclosure statutes in the state in which the Property is located (herein "Environmental Laws").

SECTION 29. Governing Law: This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located. If any term covenant, or condition or provision of this Lease shall be declared invalid, or unenforceable, the remaining terms, conditions,

covenants and provisions of this Lease shall not be affected thereby and shall continue to be enforced and recognized as valid agreements.

SECTION 30. General: Each provision of this Lease shall be interpreted and enforced without the aid of any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of such provision. No representation, affirmation of fact, course of prior dealings, promise or condition in connection herewith or usage of the trade not expressly incorporated herein shall be binding on the parties. This Lease shall not confer any rights or remedies upon any person other than the parties and their respective successors and assigns. Nothing contained in this Lease shall be construed to be or create a partnership or joint venture between the parties.

SECTION 31. Remedies Cumulative: Any and all rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the time insofar as permitted by law.

SECTION 32. Definitions: The words "Landlord" and "Tenant" as used herein shall include their respective heirs, executors, administrators, successors, representatives, assignees, invitees, agents, and servants, the words "it", "he" and "him" where applicable apply to the Landlord or Tenant regardless of gender, number, corporate entity, trust or other body. If more than one party signs this Lease as Tenant, the covenants, conditions and agreements of Tenant shall be jointly and several obligations of each party.

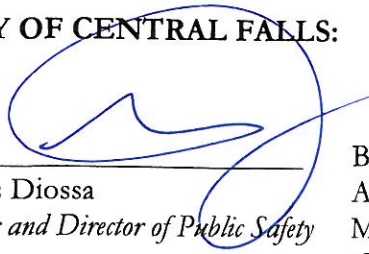
SECTION 33. Severability Clause: If any provision in this Lease (or portion of such provision) or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby. This Lease may be executed in any manner of counterparts and each fully executed counterpart shall be deemed an original.

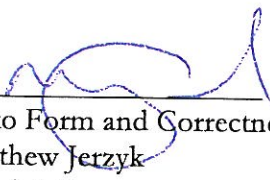
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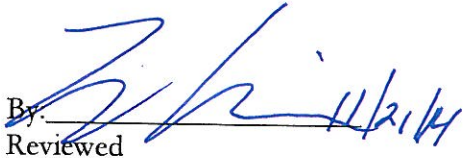
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IN WITNESS WHEREOF, this agreement has been executed this 23rd day of June, 2014.

CITY OF CENTRAL FALLS:

By: 
James Diossa
Mayor and Director of Public Safety

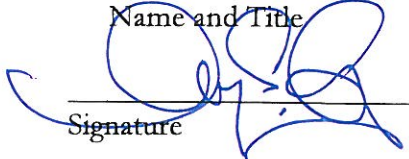
By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Leonard Morganis
Administrative and Finance Officer

Date: 7/7/14

CHEIN & ASSOCIATES, LLC:

By: Carlos E. Toron - Member
Name and Title


Signature

07 JULY 14
Date